



## M E M O R A N D U M

**FROM:** Carrie A. Swain, Clerk  
Board of Education

**DATE:** October 31, 2023

**TO:** Michael J. Dalton, City Clerk

**SUBJECT:** Notice of Workshop/Committee Meetings, November 2, 2023,  
Waterbury Arts Magnet School

The Committees of the Board of Education will meet on Thursday, November 2, 2023, 5:30 p.m., Waterbury Arts Magnet School, 16 South Elm Street, Waterbury, Connecticut.

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/F-oPs7Z9mto>.

### A G E N D A

#### SILENT PRAYER

#### PLEDGE ALLEGIANCE TO THE FLAG

#### PUBLIC SPEAKING

1. Committee of the Whole/5 minutes ~ Report: October 1, 2023 Enrollment (ED006) – N. Albini.
2. Committee on Finance/3 minutes ~ Request approval of a Memorandum of Understanding with Wealth Generation Legacy, Inc. for a Financial Literacy Program – N. Toucet.
3. Committee on Finance/3 minutes ~ Request approval of Amendment Two (2) to the Construction Contract with Sarracco Mechanical Services for Boiler System Replacement at International School – N. Albini.
4. Committee on Finance/3 minutes ~ Request approval of Amendment Two (2) to the Construction Contract with Mountain View Landscapes and Lawncare, Inc. for removal and replacement of certain school playscapes – N. Albini.
5. Committee on Finance/3 minutes ~ Request approval of Amendment Three (3) to the Construction Contract with J. A. Rosa for Washington and Bunker Hill Elevator Additions – N. Albini.
6. Committee on Finance/3 minutes ~ Request approval of a Construction Contract with Ferguson Mechanical Company, Inc. for certain mechanical upgrades to The Waterbury Arts Magnet School and The Palace Theater – N. Albini.
7. Committee on Finance/3 minutes ~ Request approval of a Construction Contract with PL Windows for exterior door replacement at eight schools – N. Albini.
8. Committee on Finance/5 minutes:
  - a) FYI - ARP/ESSER Update – D. Biolo.
  - b) 2023/2024 Quarterly Financial Report – D. Biolo.
  - c) Transfer in the 2023/2024 Capital Improvement Budget – D. Biolo.

9. Committee on Policy/5 minutes: Revised Organization and Methods of Operation – Policy #9010.
10. Superintendent’s Update ~ Dr. Ruffin.
11. Committee on Building & School Facilities/2 minutes ~ Use of school facilities by school organizations and/or City departments – N. Albini.
12. Committee on Building & School Facilities/2 minutes ~ Use of school facilities by outside organizations and/or waiver requests – N. Albini.
13. Superintendent’s Notification to the Board/5 minutes:

a. Athletic appointments:

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Effective</u>
Blaize, Ulric	Assistant Football Coach	WCA	11/02/23
Budd, Ryan	Unified Sports Associated Coach	NEMS	11/06/23
Grosso, Nicolas	Assistant Swimming Coach	WSMS	11/06/23
LaSalle, Ashley	Volleyball Coach	WMS	09/28/23
Lott, Phil	Boys Basketball Coach	WMS	11/01/23
Stankus, John	Assistant Soccer Coach	WHS	10/18/23
Stanwicks, Meghan	Cheerleading Coach	NEMS	11/01/23
Stanwicks, Meghan	Softball Coach	NEMS	03/25/23
Mucciacciaro, Kathryn	Unified Sports Lead Coach	WMS	11/06/23

b. 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>
Bass, Tammy	Behavior Couns. Duggan	FT	\$27/hr	F UPSEU 69	Title I/A 23-25	10/19/23
Belfon Pink, Jade	Parent Liaison Crosby	FT	\$15.88/hr	UPSEU 69	Title I/A 23-25	10/26/23
Browne, Barbara	Tutor Bucks Hill	PT	\$34/hr	NONBOE	Title I DW 23-25	10/12/23
Cooley, Elizabeth	Tutor Washington	PT	\$34/hr	NONBOE	Title I DW 23-25	10/12/23
Davis, Yvonne	Crossing Guard Washington	PT	\$15/hr	SCGD	Gen. Fund	10/19/23
Lawrence, Diana (rehire)	Homebound Teacher	PT	\$34/hr	NONBOE	Gen. Fund	10/26/23
Lopes, Eileen (transfer)	College & Career Coordinator WAMS/WCA	FT	\$25/hr	F UPSEU 69	ESSER III 21-24	10/26/23
Lopez Caraballo, Joanne	Tutor Hopeville	PT	\$25/hr	NONBOE	Title I/A 22-24	10/26/23
Mejia, Auris (promotion)	Parent Liaison Regan	FT	\$15.88/hr	UPSEU 69	Title I/A 22-24	10/19/23
Monroe, Michael (promotion)	Behavior Couns. Wilby	FT	\$23/hr	F UPSEU 69	SIG 7 Wilby 23-25	10/26/23
Nonamaker, Rhonda	Tutor Generali	PT	\$34/hr	NONBOE	Title I DW 23-25	10/12/23
Norfort, Jasonna	Hall Monitor Crosby	PT	\$105/day	NONBOE	Title I/A 23-25	10/26/23
Ortiz, Reynardo	Behavior Couns. North End MS	FT	\$25/hr	F UPSEU 69	Title I/A 23-25	10/19/23
Santiago Morales, Jean Carlos	Hall Monitor Crosby	PT	\$105/day	NONBOE	Gen. Fund	10/26/23
Saucier, Rosita	School Couns. Adult Ed	PT	\$34/hr	NONBOE	Adult Ed. Provider 23-24	10/26/23
Whyte, Brianna	Behavior Couns. Wilby	FT	\$23/hr	F UPSEU 69	Title I DW 23-25	11/02/23
Willner, Jacob	Tutor Yeshiva K’Tana	PT	\$25/hr	NONBOE	Title I/A 21-23	10/12/23
Yaffee, Kenneth	Tutor Walsh	PT	\$34	NONBOE	Title 1/A 23-25	10/23/23



c. Miscellaneous after-school program appointments:

Academic Academy – 21<sup>st</sup> Century

Burgess, Susan	Administrator
Pesce, Margaruite	Administrator
Abuhamed, Hoda	Teacher
Bunko, Katherine	Teacher
Cipriano, Stacy	Teacher
Donahue, Jamie	Teacher
Garcia, Sharyn	Teacher
Marquez, Chakira	Teacher
McCorry, Kelly	Teacher
Nightingale, Brooke	Teacher
Power, Stephanie	Teacher
Quinlan, Stacey	Teacher
Terenzi, Timothy	Teacher
Zupperoli, Robert	Teacher

Bucks Hill – 21<sup>st</sup> Century

Jimenez, Maria	Administrator
Cruz, Mayra	Teacher
Katrenya, Wesley	Teacher
Rendon-Moreno, Miguel	Teacher
Rivera, Mirta I.	Teacher
Robalino, Alexandra	Teacher
Scanlon, Amy	Teacher

Bunker Hill – 21<sup>st</sup> Century

Dunn, Brittany	Administrator
Fleming, Sonya	Administrator
DeSena, Deanna	Teacher
Mahan, Eileen	Teacher
McCarthy, Monica	Teacher
Morales, Barbara	Teacher
Rosado, Jeffrey	Teacher
Savarese, Catherine	Teacher

Carrington – ARP/ESSER

Gwiazdoski, Kristen	Administrator
Renna, Karen	Administrator
Doolan, Heidi	Teacher
Parker, Marlene	Teacher
Rosa, Marissa	Teacher

Chase – 21<sup>st</sup> Century

Hernandez, Ivan	Administrator
Campagna, Amanda	Teacher
Campbell, Lloyd	Teacher
Cianfagna, Traci	Teacher
Ferreras, Perla	Rec Specialist
Jando, Christina	Teacher
McCue, Erin	Teacher
McKenna, Eibhilin	Teacher
Santiago, Jennifer	Rec Specialist
Velez, Kaitlyn	Teacher

Driggs – 21<sup>st</sup> Century

Abarzua, Lauren	Teacher
Edwards, Cara	Teacher
Jaeger, Sarah	Teacher
Katrenya, Wesley	Teacher
Larkin, Brian	Teacher
Matsuyama, Hailey	Teacher
Menzies, Jillian	Teacher
Modeen, Brianne	Teacher
Parenteau, Lauren	Teacher
Rijos, Carmen	Teacher
Riley, Maryssa	Teacher
Rodrigues, Nicole	Teacher

Duggan – ARP/ESSER

D'Alessio, Jennifer	Administrator
DosSantos, Shannon	Administrator
DiGiovanni, Melissa	Administrator
Brown, Charlene	Teacher
DeFeo, Dawn	Teacher
Waldron, John	Teacher
St Pierre, Theodora	Rec Specialist

Regan – ARP/ESSER

Razza, Angela	Administrator
Sciascia, MaryAnn	Administrator
Thompson, Melissa	Administrator
Williams, Chelcey	Administrator
Anulewicz, Allison	Teacher
Betancourt, Patty	Teacher
Johns, Diandra	Rec Specialist
Levy Sainfleur, Shasalee	Teacher
Schmied, Christine	Teacher
Sciascia, MaryAnn	Teacher
Williams, Chelcey	Teacher
Tyrrell, Nikole	Teacher
Welch, Alexander	Teacher
Wojtunik, Katilynn	Teacher

Walsh – 21<sup>st</sup> Century

Labagh, Michael	Administrator
De Santis, Paula	Teacher
LaChance, Mark	Teacher
Salcito, Arianne	Teacher
Maldonado, Lorenzo	Rec. Specialist

WSMS – 21<sup>st</sup> Century

Ferrucci, Kathleen	Administrator
Soares, Elenice	Administrator
Toma, Brenda	Administrator
Kalach, Kevin	Teacher
LaChance, Mark	Teacher
Patnaude, Nicholas	Teacher
Scurso, Laurie	Teacher
Torres, Andrea	Rec. Specialist
Wengertsman, Emily	Teacher

d. Miscellaneous appointments:

<u>Name</u>	<u>Position</u>	<u>Location</u>
Calabrese, Tina	School Counselor Mentorship	
Desjardins, Melissa	School Counselor Mentorship	
Ferrari, Lindsay	School Counselor Mentorship	
Linares, Jennifer	School Counselor Mentorship	
Moutinho, Ashley (2)	School Counselor Mentorship	
Poulter, Craig	School Counselor Mentorship	
Rahman, Vareesha	School Counselor Mentorship	
Sejdaras, Benjola	School Counselor Mentorship	
Wengertsman, Emily	School Counselor Mentorship	
Westerville, Jennifer	School Counselor Mentorship	
Zareck, Corrin	Communications Coordinator	WMS (CN)
Chabot, Albert	Psychology	Virtual Academy
Johnson, Tennyson	Software Development ½	Virtual Academy
Lucian, David	AP Government and Politics	Virtual Academy
Ortiz, Alyson	Forensics	Virtual Academy
Zareck, Corrin	Drawing 1	Virtual Academy
Baker, Bryan	STEM Fellowship Program	WAMS
Delgobbo, Leah	STEM Fellowship Program	NEMS
Murtaza Saima	STEM Fellowship Program	Gilmartin
Shortt, Katia	STEM Fellowship Program	WMS
Thomas, Laura	STEM Fellowship Program	WCA
Velez, Crystal	STEM Fellowship Program	CHS
DelDebbio, Joe	Mastery Based Learning Panel Admin.	KHS
Caruso, Anthony	Mastery Based Learning Panel Teacher	KHS
Moutinho, Ashley	Mastery Based Learning Panel Teacher	KHS
Pantoni, Dino	Mastery Based Learning Panel Teacher	KHS
Poulter, Craig	Mastery Based Learning Panel Teacher	KHS
Stellmach, Caryn	Mastery Based Learning Panel Teacher	KHS
Labagh, Michael	Mastery Based Learning Panel Admin.	WCA
Lombardo, Kiley	Mastery Based Learning Panel Admin.	WAMS
Ferriera, Daniel	Mastery Based Learning Panel Teacher	WAMS
Gwiazdoski, Helena	Mastery Based Learning Panel Teacher	WAMS
Gibson, Jaclyn	Mastery Based Learning Panel Teacher	WAMS
McDonnell, Cassi	Mastery Based Learning Panel Admin.	CHS
Donohue, Kelly	Mastery Based Learning Panel Teacher	CHS
Genua, Jerry	Mastery Based Learning Panel Teacher	CHS
Jones, Michael	Mastery Based Learning Panel Teacher	CHS
Vilardo, Maria	Mastery Based Learning Panel Teacher	CHS
Zappone, Evette	Mastery Based Learning Panel Admin.	WHS
Carlson, Ashley	After-School Teacher	CHS
Donohue, Kelly	After-School Lead Teacher	CHS
Neal, Cameron	After-School Teacher	CHS

e. Extended School Hours (ESH) appointments:

<u>School</u>	<u>Last name</u>	<u>First Name</u>	<u>Assignment</u>
Bucks Hill	Alvarado	Stephany	Para
	Brunelli	Teri	Secretary
	Cheverez	Maribel	Teacher
	Comeau	Bucks Hill	Teacher
	Jimenez	Maria	Admin
	Murphy	Amber	Teacher
	Swain	Erica	Para
International	Garcia	Emily	Assistant
Wendell Cross	Accetura	Kailyn	Teacher
	Bourassa	Ally	Teacher
	Cullen	Donna	Admin
	Drewry	Ann	Admin
	Gasparri	Michelle	Teacher

	Irizzary	Angelina	Teacher
	Norton	Diana	Teacher
	Rizzo	Lisa	Teacher
	Rocco	Margret	Clerical
	Steffero	Melissa	Teacher

f. Appointments:

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Rosa, Jennifer	Middle School Athletic Director	10/12/23

g. Retirements:

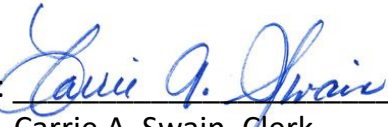
<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Medina, Lori Ann	WSMS/ELA Grade 7	06/23/24

h. Resignations:

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Gilberto, Aaron	Wendell Cross/School Counselor	10/26/23
Jorge, Adela	Supervisor of Bilingual	11/14/23
Ortega, Marisol	Waterbury Arts Magnet/MS ELA	11/08/23
Ramos, Omayra	Waterbury Career/Spanish	10/20/23

**EXECUTIVE SESSION** for discussion concerning the appointment, employment, performance, evaluation, health, or dismissal of a public officer or employee and discussion concerning the evaluation of the Superintendent of Schools.

**ADJOURNMENT**

ATTEST:   
Carrie A. Swain, Clerk  
Board of Education

# Waterbury Public Schools

ED006 September 29, 2023

	PK	K	1	2	3	4	5	6	7	8	9	10	11	12	Grand Total
Crosby High School											395	377	360	320	1452
Kennedy High School											468	357	307	254	1386
Wilby High School											348	319	293	287	1247
Wtby Arts Magnet HS											132	123	109	114	478
Wtby Career Academy	18										196	167	185	189	755

Wallace Middle Schl						24	41	371	353	333					1122
West Side Middle Sch								333	261	290					884
North End Middle Sch								322	262	263					847
Wtby Arts Magnet MS								114	114	115					343

Bucks Hill School		101	104	107	93	78	82								565
Bunker Hill School	18	82	86	71	65	77	77								476
Chase School	18	122	122	132	98	120	128								740
Wendell Cross School	53	61	68	79	61	61	62	81	52	45					623
Driggs School	36	72	55	73	63	78	73								450
Generali School		87	95	89	75	80	71								497
Duggan School	34	56	42	40	29	41	41	37	52	38					410
Hopeville School		84	79	72	53	74	68								430
Gilmartin School	35	42	62	63	53	51	59	56	53	45					519
Kingsbury School		59	69	76	65	71	82								422
Maloney School	106	80	88	88	89	92	88								631
Reed School	35	53	54	50	48	56	52	48	56	38					490
Regan School		40	40	46	35	45	39								245
International School	36	40	47	46	47										216
Sprague School	58	49	61	53	54	58	62								395
Tinker School		93	88	92	98	95	108								574
Walsh School	16	57	58	57	52	51	69								360
Washington School	34	41	45	33	43	54	44								294
Wilson School	70	70	69	68	57	54	50								438
Rotella School	72	95	88	88	88	87	96								614
Carrington School	28	47	46	56	53	53	55	54	50	37					479

Bucks Annex Pre-K	230														230
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State Street		3	1	2	2	8	7	5	5	15	19	9	9	9	94
Enlightenment School									6	22	15	33	26	19	121

Grand Total	897	1434	1467	1481	1321	1408	1454	1421	1264	1241	1573	1385	1289	1192	18827
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\* Certified on 9-29-2023

Waterbury Public Schools

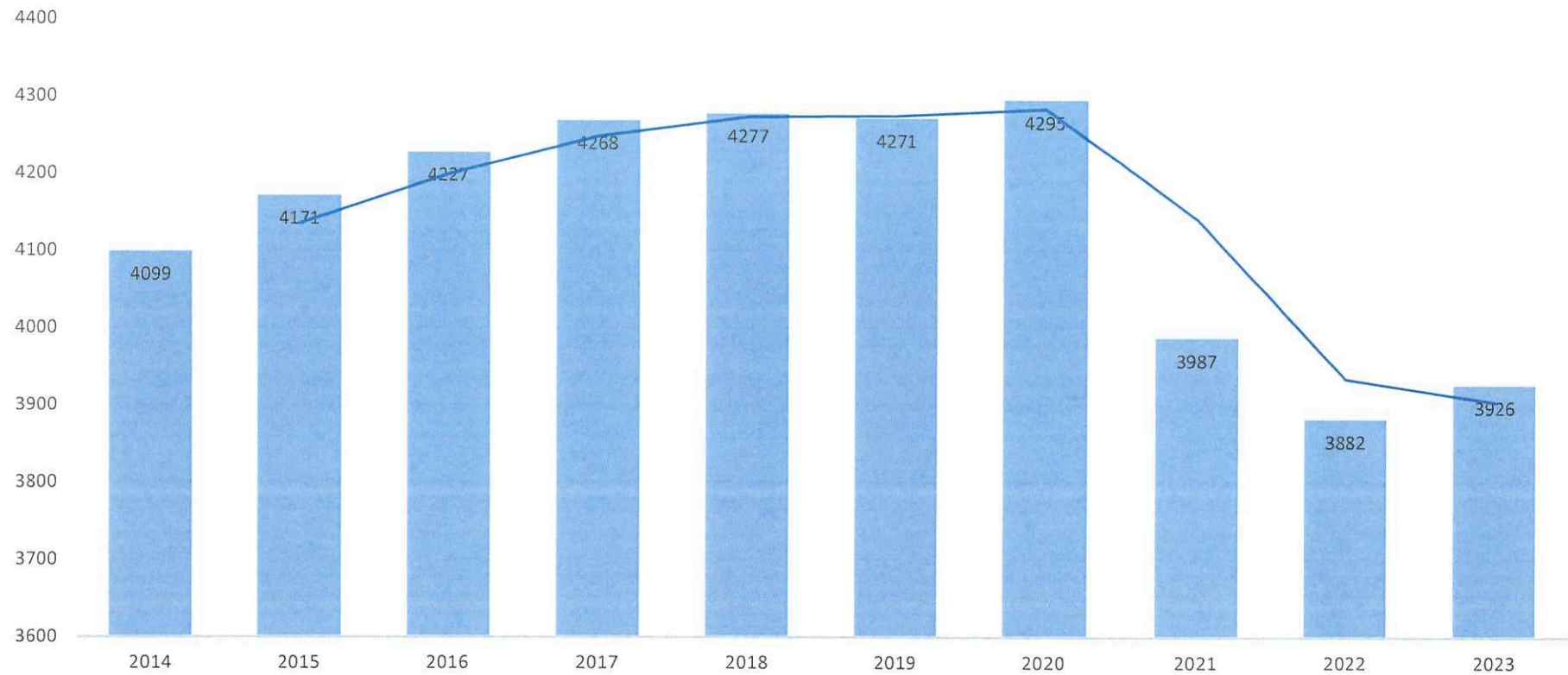
ED006 Racial Balance

October 1, 2023

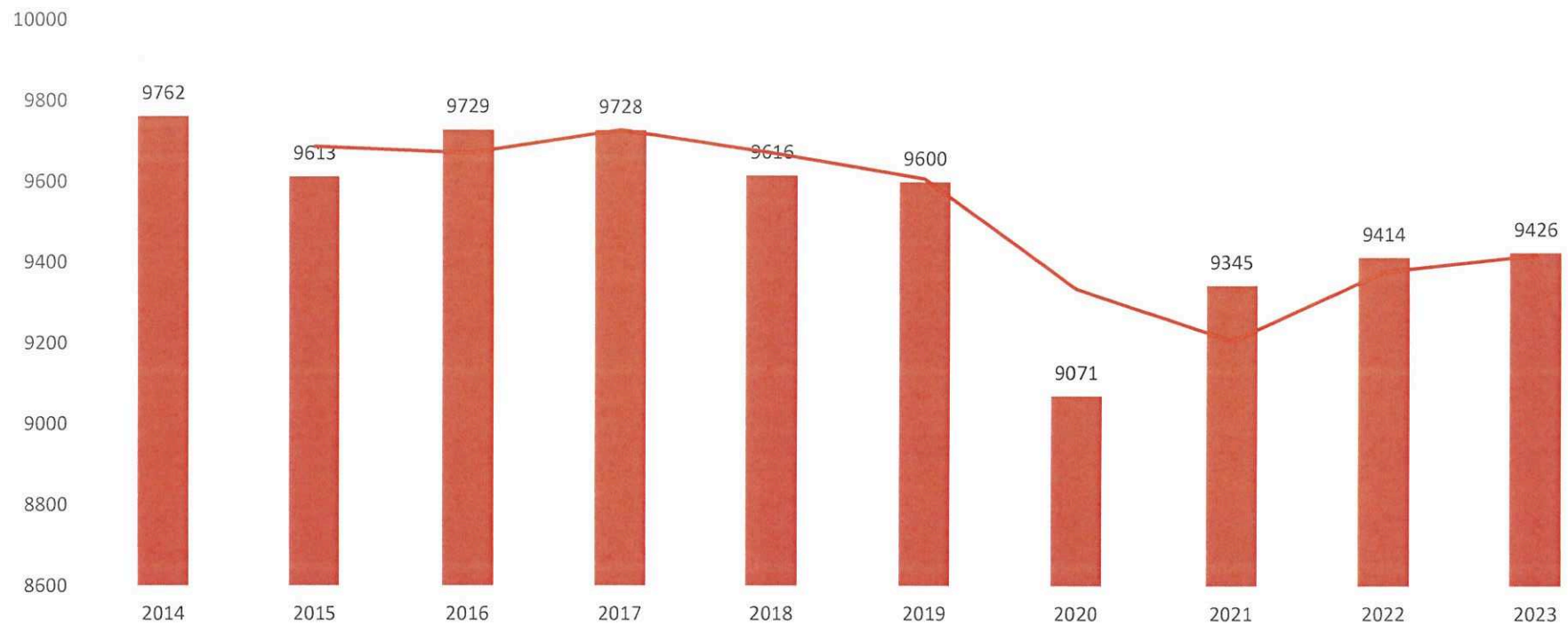
	White				Hispanic				Black				Asian				Indian				Islander				Two or More Races					School Total	Overall Minority %
	F	M	Total	%	F	M	Total	%	F	M	Total	%	F	M	Total	%	F	M	Total	%	F	M	Total	%	F	M	N	Total	%		
Crosby High School	52	56	108	7.44%	420	519	939	64.67%	142	192	334	23.00%	6	9	15	1.03%	6	6	12	0.83%	0	0	0	0.00%	15	29	0	44	3.03%	1452	92.56%
Kennedy High School	59	91	150	10.82%	411	450	861	62.12%	144	160	304	21.93%	12	8	20	1.44%	3	7	10	0.72%	0	0	0	0.00%	20	21	0	41	2.96%	1386	89.18%
Wilby High School	31	41	72	5.77%	371	380	751	60.22%	173	189	362	29.03%	1	7	8	0.64%	3	1	4	0.32%	0	0	0	0.00%	19	31	0	50	4.01%	1247	94.23%
Wby Arts Magnet HS	100	51	151	31.59%	121	72	193	40.38%	52	45	97	20.29%	3	4	7	1.46%	3	0	3	0.63%	0	0	0	0.00%	13	14	0	27	5.65%	478	68.41%
Wby Career Academy	54	46	100	13.25%	260	138	398	52.72%	127	79	206	27.28%	6	14	20	2.65%	7	1	8	1.06%	0	0	0	0.00%	16	7	0	23	3.05%	755	86.75%
Wallace Middle Schl	39	63	102	9.09%	329	357	686	61.14%	112	162	274	24.42%	11	6	17	1.52%	2	4	6	0.53%	0	0	0	0.00%	20	17	0	37	3.30%	1122	90.91%
West Side Middle Sch	31	43	74	8.37%	289	312	601	67.99%	76	86	162	18.33%	10	3	13	1.47%	1	1	2	0.23%	0	0	0	0.00%	10	22	0	32	3.62%	884	91.63%
North End Middle Sch	22	18	40	4.72%	256	315	571	67.41%	86	97	183	21.61%	1	7	8	0.94%	1	2	3	0.35%	0	0	0	0.00%	14	28	0	42	4.96%	847	95.28%
Wby Arts Magnet MS	60	31	91	26.53%	90	77	167	48.69%	34	23	57	16.62%	4	4	8	2.33%	0	0	0	0.00%	0	0	0	0.00%	11	9	0	20	5.83%	343	73.47%
Bucks Hill School	11	10	21	3.72%	195	276	471	83.36%	26	31	57	10.09%	1	2	3	0.53%	0	0	0	0.00%	0	0	0	0.00%	8	5	0	13	2.30%	565	96.28%
Bunker Hill School	16	23	39	8.19%	130	160	290	60.92%	47	62	109	22.90%	3	5	8	1.68%	0	2	2	0.42%	0	0	0	0.00%	15	13	0	28	5.88%	476	91.81%
Chase School	35	38	73	9.86%	218	251	469	63.38%	66	64	130	17.57%	15	14	29	3.92%	4	2	6	0.81%	0	0	0	0.00%	19	14	0	33	4.46%	740	90.14%
Wendell Cross School	43	57	100	16.05%	161	183	344	55.22%	49	74	123	19.74%	5	7	12	1.93%	3	1	4	0.64%	0	0	0	0.00%	13	27	0	40	6.42%	623	83.95%
Driggs School	13	13	26	5.78%	140	144	284	63.11%	46	59	105	23.33%	3	5	8	1.78%	1	2	3	0.67%	0	0	0	0.00%	11	13	0	24	5.33%	450	94.22%
General School	23	28	51	10.26%	145	141	286	57.55%	53	66	119	23.94%	12	6	18	3.62%	1	1	2	0.40%	0	0	0	0.00%	11	10	0	21	4.23%	497	89.74%
Duggan School	12	24	36	8.78%	114	133	247	60.24%	45	52	97	23.66%	2	2	4	0.98%	0	0	0	0.00%	0	0	0	0.00%	10	16	0	26	6.34%	410	91.22%
Hopeville School	6	15	21	4.88%	170	173	343	79.77%	35	24	59	13.72%	0	1	1	0.23%	0	0	0	0.00%	0	0	0	0.00%	4	2	0	6	1.40%	430	93.12%
Gilmanville School	20	15	35	6.74%	180	176	356	68.59%	41	49	90	17.34%	7	7	14	2.70%	2	6	8	1.54%	0	0	0	0.00%	8	8	0	16	3.08%	519	93.26%
Kingsbury School	5	13	18	4.27%	130	121	251	59.48%	56	60	116	27.49%	7	5	12	2.84%	2	1	3	0.71%	0	0	0	0.00%	9	13	0	22	5.21%	422	95.73%
Maloney School	64	72	136	21.55%	176	161	337	53.41%	52	61	113	17.91%	7	4	11	1.74%	0	0	0	0.00%	0	0	0	0.00%	16	18	0	34	5.39%	631	78.45%
Reed School	8	13	21	4.29%	170	162	332	67.76%	56	53	109	22.24%	0	3	3	0.61%	0	0	0	0.00%	0	0	0	0.00%	12	13	0	25	5.10%	491	95.71%
Regan School	16	6	22	8.98%	81	84	165	67.35%	25	17	42	17.14%	3	2	5	2.04%	2	2	4	1.63%	0	0	0	0.00%	4	3	0	7	2.86%	245	91.02%
International School	3	3	6	2.78%	85	95	180	83.33%	13	9	22	10.19%	0	0	0	0.00%	0	0	0	0.00%	0	0	0	0.00%	4	4	0	8	3.70%	216	97.22%
Sprague School	6	14	20	5.06%	158	139	297	75.19%	33	31	64	16.20%	1	1	2	0.51%	0	0	0	0.00%	0	0	0	0.00%	8	4	0	12	3.04%	395	94.94%
Tinker School	34	50	84	14.63%	166	185	351	61.15%	52	46	98	17.07%	6	3	9	1.57%	0	0	0	0.00%	0	0	0	0.00%	17	15	0	32	5.57%	574	85.37%
Walsh School	5	9	14	3.89%	134	112	246	68.33%	47	37	84	23.33%	0	1	1	0.28%	0	0	0	0.00%	0	0	0	0.00%	3	12	0	15	4.17%	360	96.11%
Washington School	11	7	18	6.12%	88	135	223	75.85%	17	20	37	12.59%	2	3	5	1.70%	2	1	3	1.02%	0	0	0	0.00%	6	2	0	8	2.72%	294	93.88%
Wilson School	5	3	8	1.83%	147	176	323	73.74%	45	45	90	20.55%	1	1	2	0.46%	0	0	0	0.00%	0	0	0	0.00%	8	7	0	15	3.42%	438	98.17%
Rotella School	80	65	145	23.62%	141	155	296	48.21%	59	52	111	18.08%	10	7	17	2.77%	1	1	2	0.33%	0	0	0	0.00%	19	24	0	43	3.91%	614	76.38%
Carrington School	43	48	91	19.00%	126	121	247	51.57%	47	52	99	20.67%	6	8	14	2.92%	2	4	6	1.25%	0	0	0	0.00%	9	13	0	22	7.00%	479	81.00%
Bucks Annex Pre-K	2	10	12	5.22%	61	99	160	69.57%	19	25	44	19.13%	4	0	4	1.74%	0	1	1	0.43%	0	0	0	0.00%	4	5	0	9	3.91%	230	94.78%
State Street	1	9	10	10.64%	11	35	46	48.94%	8	24	32	34.04%	0	0	0	0.00%	0	0	0	0.00%	0	0	0	0.00%	2	4	0	6	6.38%	94	89.36%
Enlightenment School	1	2	3	2.48%	30	38	68	56.20%	14	26	40	33.06%	0	1	1	0.83%	0	0	0	0.00%	0	0	0	0.00%	4	4	1	9	6.61%	121	97.52%
Grand Total	911	987	1898	10.08%	5704	6075	11779	62.56%	1897	2072	3969	21.08%	149	150	299	1.59%	46	46	92	0.49%	0	0	0	0.00%	362	427	1	790	4.19%	18827	89.92%



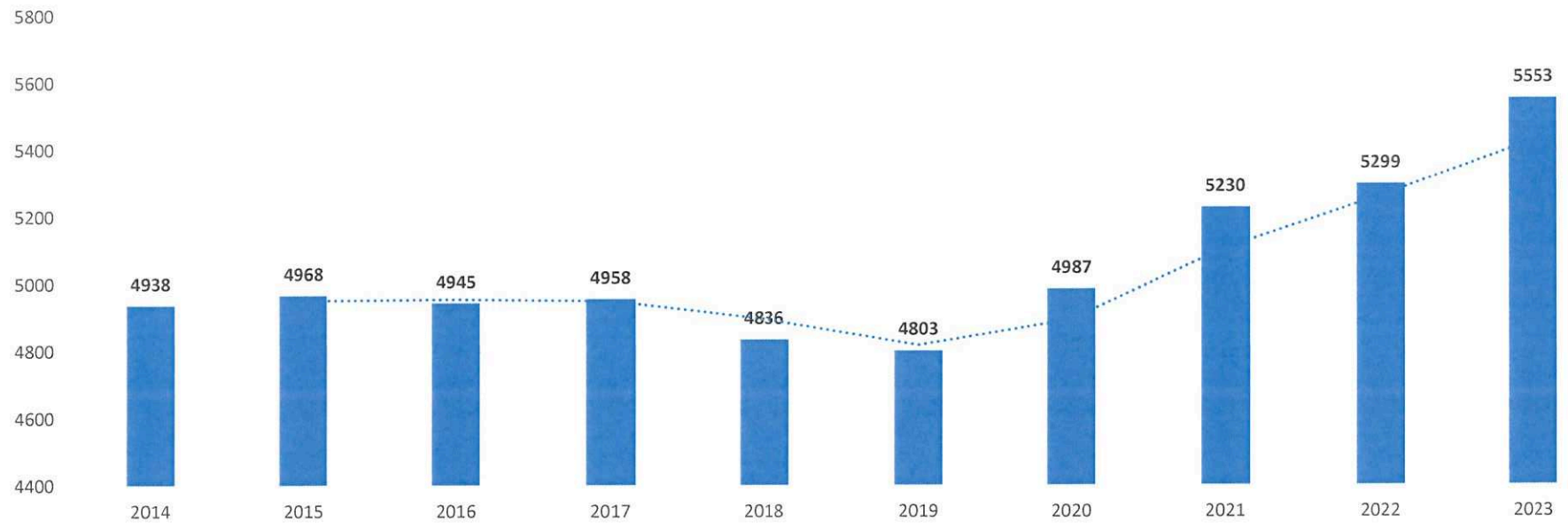
Waterbury Public Schools  
10 Year Enrollment Gr 6-8  
2014-2023



# Waterbury Public Schools 10 Year Enrollment Grade PK-5 2014-2023

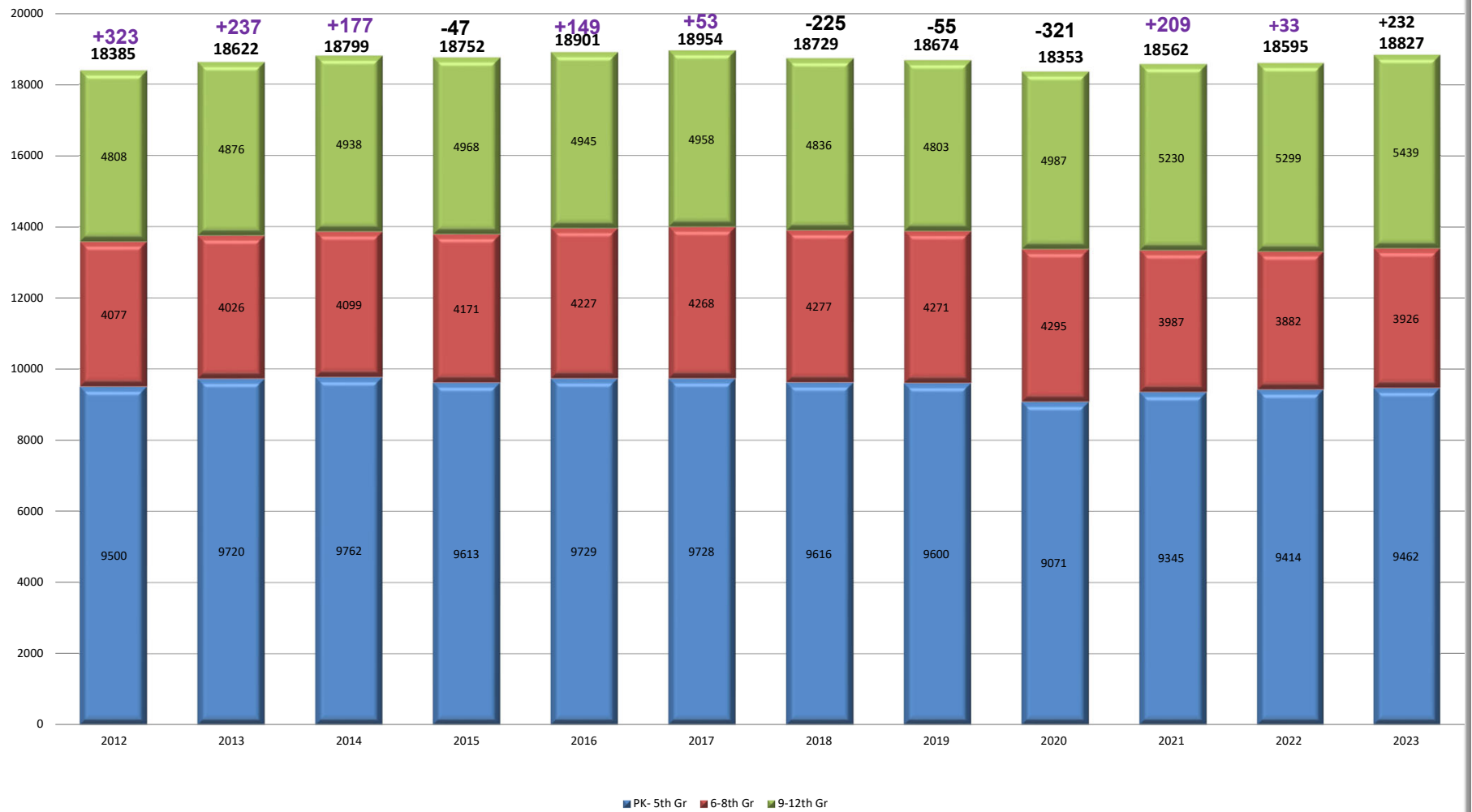


Waterbury Public Schools  
10 Year Enrollment Gr 9-12  
2014-2023





Waterbury Public Schools October 1 Enrollment Report (2012-2023)





## MEMORANDUM

**TO:** Board of Education

**FROM:** Nyree Toucet, Director of College and Career Readiness

**DATE:** October 27, 2023

**RE:** Wealth Generation

### EXECUTIVE SUMMARY

The Department of Education requests a partnership with Wealth Generation at no cost to the district. Wealth Generation will provide an after-school Financial Literacy Program to teach students at Waterbury Public Schools the importance of investing, savings, banking, debt reduction, credit, insurance, retirement, and more. The Financial Literacy Program shall be held once a week for one hour and 20 minutes over a period of up to seven (7) weeks for up to 40 WPS students. The program aims to increase student awareness of money management and the reality of financial literacy.

The term of this contract shall become effective on the date executed by the Mayor and shall terminate on June 30, 2024.

Attached for your review and consideration are the proposed contract, an affidavit of Disclosure and Certification, and a tax clearance form for Wealth Generation.

**MEMORANDUM OF UNDERSTANDING**  
**for**  
**FINANCIAL LITERACY**  
**between**  
**THE CITY OF WATERBURY**  
**And**  
**WEALTH GENERATION LEGACY, INC.**

This Memorandum of Understanding ("MOU") is between the City of Waterbury, Waterbury Public Schools (the "City" or "WPS") and Wealth Generation Legacy, Inc. ("Wealth Generation") (Jointly referred to as the "Parties" to this MOU).

- 1. Purpose and Goals.** The purpose of this MOU is a joint effort to teach students at Waterbury Public Schools personal financial literacy consisting of the importance of investing, savings, banking, debt reduction, credit, insurance, retirement, and more ("Financial Literacy Program"). Through such Financial Literacy Program, Wealth Generation aims to meet the following goals:
  - 1.1.** Each student has an aptitude of 80% or higher;
  - 1.2.** To remove one of the primary barriers hindering youth today: understanding the concept of money management;
  - 1.3.** For information learned in the Financial Literacy Program to be shared with friends and family;
  - 1.4.** Prepare students for the financial challenges of college and avoiding high levels of student loan debt;
  - 1.5.** Students' increased confidence with handling money and self-positivity;
  - 1.6.** Become a resource for youth after the Wealth Literacy Program is completed.
- 2. Roles and Responsibilities.** The above goals will be accomplished by undertaking the following activities:
  - 2.1.** The Financial Literacy Program shall be held once a week for 1 hour and 20 minutes over a period of up to seven (7) weeks for up to 40 WPS students upon a schedule mutually agreed between WPS and Wealth Generation.
  - 2.2.** Financial Literacy sessions will not take place on days in which Waterbury Public Schools are either not in session or are not a full day.
  - 2.3.** Sessions that need to be canceled due to weather or illness shall be rescheduled.

## **2.4. Wealth Generation Responsibilities.**

- 2.4.1.** Wealth Generation shall provide one to two Certified Personal Financial Educators to instruct each session.
- 2.4.2.** Wealth Generation shall provide each student with one (1) course curriculum workbook and one (1) reading book.
- 2.4.3.** Wealth Generation shall provide up to 40 students with a \$100 stipend to start a bank account, add to their savings account, or invest.

## **2.5. WPS Responsibilities.**

- 2.5.1.** WPS shall provide space to accommodate up to 40 students for each session in accordance with the mutually agreed upon schedule between WPS and Wealth Generation.

- 3. Duration.** This MOU shall become effective on the date executed by the Mayor and shall terminate June 30, 2024, unless termination of this MOU is initiated by either Party by written notification 30 days prior to the effective termination date.

### **3.1. Option Periods.**

- 3.1.1.** The City, in its sole discretion, shall have the option to extend this MOU for up to two (2) additional one (1) year terms upon reasonable notice to Wealth Generation and upon the same terms and conditions.

- 4. Funding.** This MOU is not a commitment of funds, rather an understanding of respective and collective roles for both the City and Wealth Generation. Neither Party shall be responsible to compensate the other.
- 5. Criminal Background Check and DCF Registry Check.** Wealth Generation represents and warrants that it and its employees who may be assigned to perform the services required for the Financial Literacy Program as set forth in this document have no history of violations of the laws or regulations of the State of Connecticut pertaining to public health, have not been convicted of a crime and have no criminal investigation pending.

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

- 6. Confidentiality/FERPA.** Wealth Generation shall strictly adhere to all State and Federal Statutes, rules, policy, regulations, codes of participant protection and confidentiality, administrative directives of the State of Connecticut Board of Education, Connecticut Department of Education and the Waterbury Board of Education regarding confidentiality of



student records, files, PPTs, IEPs, etc. Wealth Generation shall further ensure that its employees, agents, or anyone performing work on their behalf under the terms of this MOU shall strictly adhere to all State and Federal Statutes, rules, policy, regulations, codes of participant protection and confidentiality, administrative directives of the State of Connecticut Board of Education and those of the Waterbury Board of Education regarding confidentiality of student records, files, PPTs, IEPs, etc.

**6.1.** Any and all materials contained in City of Waterbury student files that are entrusted to Wealth Generation or gathered by Wealth Generation in the course of its services shall remain in the strictest confidence to prevent disclosure of the same. All information furnished by the City or gathered by Wealth Generation shall be used solely for the purposes of providing services under this MOU.

**6.1.1.** Wealth Generation acknowledges that in the course of providing services under this MOU, it may come into the possession of education records of City Waterbury students as defined in and governed by Family Educational Rights and Privacy Act ("FERPA", 20 U.S.C. § 1232g) and related regulations (34 C.F.R. § 99) Wealth Generation and City shall comply with the requirements of said statute and regulations, as amended from time to time and Wealth Generation agrees to use information obtained from the City or student education records only for the purposes provided in this MOU. Without the prior written consent of the student's parent or guardian, as required by FERPA, Wealth Generation has no authority to make disclosures of any information from education records. Wealth Generation shall instruct its employees of their obligations to comply with FERPA.

## **7. Indemnification.**

**7.1.** Wealth Generation 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 Wealth Generation, 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 Wealth Generation duties hereunder or **(iv)** claim for intangible loss(es) including but not limited to business losses, lost profits or revenue, regardless of whether or not it is caused in part by a party indemnified hereunder.

- 7.2. In any and all claims against the City or any of its boards, agents, employees or officers by Wealth Generation or any employee of Wealth Generation, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.1, above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Wealth Generation or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.
- 7.3. Wealth Generation understands and agrees that any insurance required by this MOU, or otherwise provided by Wealth Generation, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City as provided in this MOU.
- 7.4. Wealth Generation expressly understands and agrees that any performance bond or insurance protection required by this MOU, or otherwise provided by Wealth Generation, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City and the City's boards, agents, employees or officers as provided herein.
- 7.5. Royalties and Patents. Wealth Generation 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 Wealth Generation'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, Wealth Generation 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 Wealth Generation and as to any award made thereunder.
- 7.6. In the event this MOU and/or Wealth Generation'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, Wealth Generation 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 Wealth Generation, or its subcontractor, omission or commission.
8. **Insurance.** Wealth Generation agrees to procure and maintain at its own cost all necessary insurance coverage, and must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). This requirement may be satisfied by a combination of primary and excess policies, and/or may be self-insured. Wealth Generation shall maintain and provide to the City, upon request, written proof of insurance with coverages stated below or as otherwise approved by the City, and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the below coverages, including the naming of the City of Waterbury, as follows: "The City of Waterbury and it's Board of Education are listed as Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Professional Liability."



**8.1. General Liability Insurance:**

**\$1,000,000.00** per occurrence

**\$2,000,000.00** aggregate

**\$2,000,000.00** Products and completed operations aggregate

**8.2. Automobile Liability Insurance:**

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

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

Employers' Liability:

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

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

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

**8.4. Professional Liability/E&O:**

**\$1,000,000.00** each Wrongful Act

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

**8.5. Abuse/Molestation Liability Insurance:**

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

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

**9. Termination for Convenience of the City.** The City may terminate this MOU at any time for the convenience of the City, by a notice in writing from the City to Wealth Generation.

**10. Termination for Non-Appropriation.** Wealth Generation acknowledges that the City is a municipal corporation and that this MOU is subject to the appropriation of funds by the City sufficient for this MOU for each budget year in which this MOU is in effect. Wealth Generation therefore agrees that the City shall have the right to terminate this MOU in whole or in part without penalty in the event sufficient funds to provide for services under this MOU are not appropriated, not authorized or not made available pursuant to law, or such funding has been reduced pursuant to law.

**11. Nondiscrimination.** The parties to this MOU agree, as required by sections 4a-60 and 4a-60a of the Connecticut General Statutes, not to discriminate against any person on the basis of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, sexual orientation, intellectual disability, mental disability, or physical disability, including but not limited to, blindness, unless it is shown by such party that such disability prevents performance of the work involved. Each party agrees to comply with all applicable federal and state of Connecticut nondiscrimination and affirmative action laws, including but not limited to, sections 4a-60 and 4a-60a of the Connecticut General Statutes.

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

**12.1. City of Waterbury's Ethics Code Ordinance.** Wealth Generation hereby acknowledges it is responsible for familiarizing itself with and adhering to Chapter

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

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

**12.2.1.** No person shall offer, give, or agree to give any current or former public official, employee or member of a board or commission, or for such current or former public official, employee or member of a board or commission to solicit, demand, accept or agree to accept from another person a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or purchase order, or to any solicitation or proposal therefore.

**12.2.2.** No person shall make any payment, gratuity, or offer of employment as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime contractor or higher tier subcontractor or any person associated therewith, under contract or purchase order to the City.

**12.2.3.** The value of anything transferred or received in violation of the provisions of this Chapter or regulations promulgated hereunder by any person subject to this Chapter may be recovered by the City.

## **12.3. Prohibition Against Contingency Fees (§39.47 of City's Code of Ordinances).**

Wealth Generation hereby represents that it has not retained anyone to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage or contingency fee.

**13. Force Majeure.** Neither Wealth Generation nor the City shall be held responsible for delays or be considered to be in breach of this MOU or be subject to liquidated damages when their respective obligations under this MOU are caused by conditions beyond their control, including without limitation: (i) Acts of God, such as severe acts of nature or weather events including floods, fires, earthquakes, hurricanes, cyclones, or explosions; (ii) war, acts of terrorism, acts of public enemies, revolution, civil commotion or unrest, riots, pandemics or epidemics; (iii) acts of governmental authorities such as expropriation, condemnation, changes of law and order or regulations, proclamation, ordinance, or other governmental requirement; (iv) strikes and labor disputes; and (v) certain accidents including but not limited to hazardous,



toxic, radioactive or nuclear contamination spills, contamination, combustion or explosion, which prevent a Party from fulfilling their obligations or otherwise render performance under the MOU impossible. Upon cessation of work for reason of force majeure delays, the Party(ies) whose obligations are affected shall use their best efforts to meet their obligations under this MOU.

- 14. Notice.** Except as otherwise specifically prohibited in this MOU, whenever under this MOU approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the City's Using Agency or Wealth Generation, 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:

Wealth Generation:      Naciki Reid  
Executive Director  
Wealth Generation Legacy, Inc.  
8 Andrea Lane  
Bloomfield, CT 06002

City:                              The City of Waterbury  
Attn: Nyree Toucett  
236 Grand Street  
Waterbury, CT 06702

With a copy to:              Office of the Corporation Counsel  
City Hall Building  
235 Grand Street, 3<sup>rd</sup> Floor  
Waterbury, CT 06702

- 15. Disputes; Legal Proceedings; Waiver of Trial by Jury and Continued Performance.** Wealth Generation agrees that it waives a trial by jury as to any and all claims, causes of action or disputes arising out of this MOU or services to be provided pursuant to this MOU.

- 16. Subcontracting.** Wealth Generation shall not, without the prior written approval of the City, subcontract, in whole or in part, any of Wealth Generation's services. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than that required of Wealth Generation 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 Wealth Generation from its requirement that all work and services provided or required hereunder shall comply with all Federal, State and Local, laws, regulations and ordinances.

- 16.1.** Wealth Generation shall be as fully responsible to the City for the acts and omissions of Wealth Generation's subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by Wealth Generation.

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

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

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

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

WITNESSES:

**CITY OF WATERBURY**

\_\_\_\_\_  
Sign & Date

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

\_\_\_\_\_  
Sign & Date

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

WITNESSES:

**WEALTH GENERATION LEGACY, INC.**

\_\_\_\_\_  
Sign & Date

By: \_\_\_\_\_  
Naciki Reid, Executive Director

\_\_\_\_\_  
Sign & Date

Date: 9/12/23

### CORPORATE RESOLUTION

I, D'Andre Whyte, hereby certify that I am the duly elected and acting Secretary of Wealth Generation Legacy Inc a corporation organized and existing under the laws of the State of Connecticut, do hereby certify that the following facts are true and were taken from the records of said corporation.

The following resolution was adopted at a meeting of the corporation duly held on the 12 day of September, 2023.

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

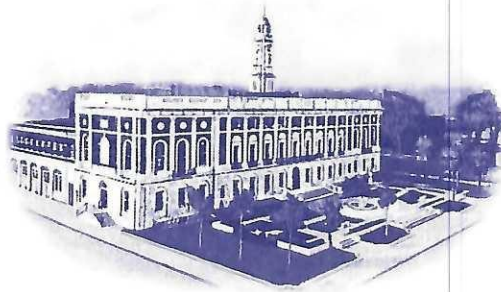
And I do further certify that the above resolution has not been in any way altered, amended, repealed and is now in full force and effect.

IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said Wealth Generation Legacy Inc corporation this 12 day of September, 2023.

D'Andre D. Whyte  
Secretary




KEVIN McCaffery  
DIRECTOR OF PURCHASING



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

To: Nyree C. Toucet, Director of College and Career Readiness

From: Kevin McCaffery, Director of Purchasing 

Subject: Sole Source for Wealth Generation Legacy, Inc. to Provide Financial Literacy Program

Date: March 28, 2023

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After review of the attached memo regarding Wealth Generation Legacy, I agree that they can provide a Financial Literacy after school program at no cost or obligation to the City or the students. Therefore, it is my opinion that this is a sole source procurement per §38.026 SOLE SOURCE PROCUREMENT (B) (1).



Nyree C. Toucet  
Director of College and Career Readiness  
(203) 574-8327  
[ntoucet@waterbury.k12.ct.us](mailto:ntoucet@waterbury.k12.ct.us)

**To:** Kevin McCaffrey, Director of Purchasing

**From:** Nyree Toucet

**Date:** March 26, 2023

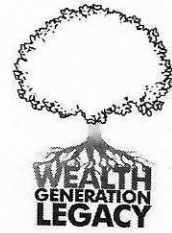
**Subject:** Sole Source review of **Wealth Generation Legacy, Inc. to provide Financial Literacy program**

A financial literacy, after-school program at no cost to the City under Exemptions to bidding Under Section 38.026 (B) (4), are considered a sole source when compatibility is the overriding consideration.

I respectfully request that you find Wealth Generation Legacy, Inc. a sole source, exempt from procurement ordinance.

Please feel free to contact me with any questions or further clarification. Thank you for your consideration.

# WEALTH GENERATION LEGACY INC PROPOSAL FOR PERSONAL FINANCIAL LITERACY AFTER SCHOOL PROGRAM



## **OVERVIEW**

*A proposal to provide personal financial literacy as an after school program in the Waterbury school system.*

Wealth Generation Legacy Inc is pleased to offer this submission in support of implementing an after school program that will teach students personal financial literacy. We propose a financial literacy course curriculum that will allow participants the opportunity to learn the importance of investing, savings, banking, debt reduction, credit, insurance, the importance of having a vision, overview of personal finance, giving, reading, and sharing.

## **THE OBJECTIVE**

*To provide personal financial education to 35-40 youth free of charge. Upon completion of this 7 week course, students will receive a \$100 stipend to start a bank account, add to their savings account, or invest.*

## **THE OPPORTUNITY**

*Supply a progressive and dynamic solution that is responsive to one of the primary challenges our youth in the community consistently face. The opportunity is to eliminate the generational curse of improper money management. Lack of proper financial literacy guidance.*

- Goal #1 To ensure that each student has an aptitude of 80% and higher.
- Goal #2: To guarantee that every student leaves the course with their own course reading book.
- Goal #3: Remove one of the primary barriers hindering our youth today. Understanding the concept of money management.
- Goal #4: Help to become a resource for our youth after the program is completed.



## **THE SOLUTION**

*To teach a 7 week course that meets once a week for 1.2 hours. The course will be taught out of the workbook "Personal Finance Does Matter". Students will also receive their reading books as well. This will be taught to the youth for free.*

## **Our Proposal**

*We propose a working cooperative relationship with the Waterbury School System to engage/teach high school aged youth on the topic of personal financial literacy education. This proposal will ensure and support the best possible pathways to teach the youth of Waterbury.*

In alignment with Wealth Generation Legacy's mission of "Providing financial literacy education and life skills education in order to build community wealth for generations to come".

We are proposing a 7 week program designed to give students fundamental and real world knowledge on handling personal finances. Participants will learn how to save, budget, debt elimination, invest, the importance of compound interest, retirement, banking, life insurance, and more.

- Class duration will be 1.2 hour long in conjunction with the late bus schedule.
- The class will be once a week
- Class will be free for 35-40 Waterbury students.
- Students will receive 1 course curriculum workbook and 1 reading book.
- The class will be instructed by 1 to 2 instructors who are certified personal financial educators.
- The school will be responsible for providing a space, students, and the late buses for the students.
- Again, this program will not cost the Waterbury School System anything. Wealth Generation Legacy Inc will provide the labor, materials, and stipends.

## **RESOURCES**

*Wealth Generation Legacy INC*

*[www.wealthgenerationlegacy.org](http://www.wealthgenerationlegacy.org)*

*Funding sources (United Way of Greater Waterbury)*

## **TIMELINE FOR EXECUTION**

*Timeline for execution*

*Below is a possible timeline per approval from the Waterbury School System*

Description	Start time	End time	Duration
Intro to Personal Finance: Pre Assessment	2:10 p.m.	3:30 p.m.	1:20
Creating a vision	2:10 p.m.	3:30 p.m.	1:20
Budgeting	2:10 p.m.	3:30 p.m.	1:20
Banking/Savings	2:10 p.m.	3:30 p.m.	1:20
Investing/Retirement	2:10 p.m.	3:30 p.m.	1:20
Insurance/Debt	2:10 p.m.	3:30 p.m.	1:20
Financial traps/ Giving, Reading, and Sharing: Post Assessment	2:10 p.m.	3:30 p.m.	1:20

## **EXPECTED RESULTS**

*We expect that by providing personal financial literacy education, our youth will have a better opportunity to create generational wealth. Our data has shown that the average pre assessment score is around 40% and the average post assessment score is around 85%. We expect that students in the class will have an average post assessment score of around 85%.*

## **FINANCIAL BENEFITS**

- A better understanding of finances
- \$100 stipend for savings, investing, and school aid.

## **TECHNICAL BENEFITS**

- Result #1: Enhanced understanding of personal finances.
- Result #2: Allow the information that was learned in the course to be shared to friends and family members from the participants.
- Result #3: Preparing students for the financial challenges of college and how not to go into massive student loan debt.

## **OTHER BENEFITS**

*Increased confidence with handling money and self positivity from creating our daily affirmations.*



## **CONCLUSION**

*It is our goal to provide personal financial literacy education to the youth of Waterbury. With our partnership with The United Way of Greater Waterbury, we are able to provide this free course to those who are willing to learn. We hope that we can create a continued partnership with the Waterbury School system for years to come.*

Thank you for your consideration,

Naciki Reid - Executive Director

Wealth Generation Legacy, INC

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

**I. Outstanding Purchase Orders of Contracts with the City**

**A. Contracts**

**No Contracts with the City**

☐

Personal Financial Literacy Education Course  
(Service or Commodity Covered by Contract)

Provide course to Waterbury High school Youth  
(Term of Contract)

=====

(Service or Commodity Covered by Contract)

(Term of Contract)

=====

(Service or Commodity Covered by Contract)

(Term of Contract)

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

**B. Purchase Order(s).**

**No Purchase Order(s) with the City**

☐

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

=====

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

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(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

**CITY OF WATERBURY**

**ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202\_\_)**

**Persons or Entities Conducting Business with the City**

**II. Financial Interest Disclosure**

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

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

☐

(Name of Official)

(Position with City)

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

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐

=====

(Name of Official)

(Position with City)

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

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐

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

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

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

I have read and agree to the above certification.

Wealth Generation Legacy Inc  
(Name of Company, if applicable)

Milka  
Signature of Individual (or Authorized Signatory)

9/12/23  
Date

Naciki Reid  
Print or Type Name and Title (if applicable)

DELIVERED

| By Mail

☐

Hand-Delivered

☐

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

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

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

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

6. The prospective lower tier participant, vendor or contractor further agrees by submitting the attached proposal and/or this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions", without modification, in all covered transaction and in all solicitations for covered transactions.
7. A participant in a covered transaction may rely upon the certification of a prospective participant in a covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 herein, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal, State or Municipal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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**Certification**

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

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

Wealth Generation Legacy Inc.

Print Name and Title of Authorized Representative:

Naciki Reid Executive Director

Signature of Authorized Representative:

[Signature]

Date: 9/12/23



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

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

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

State of Connecticut

SS.: Bloomfield

County of Hartford

Naciki Reid, being first duly sworn, deposes and says that:

1. I am the **owner, partner, officer, representative, agent or** Executive Director of Wealth Generation Legacy Fnc (Contractor's Name), the Contractor that has submitted the attached agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

Organization Name	Address	Type of Ownership
1		
2	none	
3		
4		

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



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

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

Name	Title	DOB	Stock %
1			
2 none			
3			
4			

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

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

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

TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1		
2 none		
3		
4		

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

**For Partnership/Sole Proprietor**

In presence of:

Witness \_\_\_\_\_

Name of Partnership/Business \_\_\_\_\_

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

By: \_\_\_\_\_  
Name of General Partner/ Sole Proprietor

\_\_\_\_\_  
Address of Business

State of \_\_\_\_\_ )  
 ) SS

County of \_\_\_\_\_ )

\_\_\_\_\_ being duly sworn,

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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 202\_.

\_\_\_\_\_  
(Notary Public)  
My Commission Expires: \_\_\_\_\_

**For Corporation**

Celeste B Cummings  
Witness Celeste B. Cummings

Wealth Generation Legacy Inc  
Name of Corporate Signatory  
8 Andover Ln Bloomfield CT 06002  
Address of Business

Affix  
Corporate  
Seal

By: [Signature]  
Name of Authorized Corporate Officer

Its: Executive Director  
Title

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

State of CT )

County of Hartford ) SS

Nacike Reid being duly sworn,  
deposes and says that he/she is Executive Director of Wealth Generation Legacy Inc and  
that he/she answers to the foregoing questions and all statements therein are true and  
correct.

Subscribed and sworn to before me this 12 day of September 2023.

MARIBEL AMARO  
Notary Public  
State of Connecticut

[Signature]  
(Notary Public)

My Commission Expires: My Commission Expires Mar. 31, 2027

THE CITY OF WATERBURY  
**MEMORANDUM**

**From:** Delinquent Tax Office

**Date 9/18/2023**

**To:** Jerry Gay- Contractor Manager  
Department of Education

**Subject:** Tax Clearance

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

Wealth Generation Legacy, Inc.  
8 Andrea Ln.  
Bloomfield, CT 06002

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

Very truly yours,



NJO/wmf

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



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

**Contract Recipient or Vendor Name:** Wealth Generation Legacy Inc

**Requesting Department:** BOE

**Department Contact:** Jerry Gay [jerry.gay@waterbury.k12.ct.us](mailto:jerry.gay@waterbury.k12.ct.us)  
Nyree Toucet [ntoucet@waterbury.k12.ct.us](mailto:ntoucet@waterbury.k12.ct.us)

**Description of work to be performed:** Wealth Legacy Classes after school for WPS students

**Estimated Contract Duration and End Date:** 1 year

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**Date Reviewed:** 09/28/2023

**Insurance Certificate Term:** 04/27/2023 – 04/27/2024

**Payment / Performance Bond:**

**Verification of Existence of Fidelity and Surety in CT**


[https://portal.ct.gov/-/media/CID/1\\_Lists/licencom.pdf](https://portal.ct.gov/-/media/CID/1_Lists/licencom.pdf)

**Certificate Meets Insurance Specifications:** Yes

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

**Comments:**

**Approved:** Yes

 9/29/23  
\_\_\_\_\_  
**Risk Manager or Authorized Designee**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/27/2023

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

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

<b>PRODUCER</b>		<b>CONTACT</b>	
Milburn Insurance LLC		NAME: Annmarie Corridore	
750 Straits Turnpike		PHONE (A/C, No, Ext): 203-528-4015	FAX (A/C, No):
Middlebury CT 06762		E-MAIL: acorridore@milburnins.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		INSURER A: UNITED STATES LIAB INS CO	
		NAIC # 25895	
<b>INSURED</b>		INSURER B:	
WEALTH GENERATION LEGACY INC.		INSURER C:	
8 ANDREA LN		INSURER D:	
BLOOMFIELD CT 06002-2503		INSURER E:	
		INSURER F:	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						Professional Liability \$ 1,000,000
A	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	GL 1147127A	4/27/2023	4/27/2024	PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b>						\$
	<b>EXCESS LIAB</b>						EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	DED RETENTION \$						\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Abuse / Molestation Liability			GL 1147127 A	4/27/2023	4/27/2024	Each Claim \$ 1,000,000
							Aggregate \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Waterbury and its Board of Education is listed as an Additional Insured on a primary and non-contributory basis. Policy also includes a Waiver of Subrogation.

**CERTIFICATE HOLDER****CANCELLATION**


The City of Waterbury and its Board of Education	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
235 Grand St	AUTHORIZED REPRESENTATIVE
Waterbury CT 06702	Annamarie Corridore

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**WORKERS' COMPENSATION INSURANCE DISCLAIMER**

As an Independent Contractor performing work and/or services for the City of Waterbury and/or the Waterbury Board of Education, I acknowledge that I am a Sole, LLC - Proprietor business and excluding independent contractors, will not employ any person(s) in the work to be performed for the City of Waterbury, under the Consulting Agreement between the City of Waterbury and/or its Board of Education and

Wealth Generation Legacy Inc. As a Sole, LLC - Proprietor with no employees, I further acknowledge that I am not subject to the Workers Compensation Act of the State of Connecticut. I hereby agree to notify the City of Waterbury in writing, prior to hiring any person(s), full time or part time, to assist in the Contract and to secure Workers' Compensation insurance prior to any person beginning work or assisting in the performance of work under this contract.



4-26-2023 Sole Proprietor/Sole Member Signature  
Date



# **COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS**

**Policy No. GL 1147127A**

**Effective Date: 04/27/2023**  
12:01 STANDARD TIME

## **LIMITS OF INSURANCE**

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit (Any One Person/Organization)	\$1,000,000
Medical Expense (Any One Person)	\$5,000
Damages To Premises Rented To You (Any One Premises)	\$100,000
Products/Completed Operations Aggregate Limit	Included
General Aggregate Limit	\$2,000,000
Hired and Non-owned Auto Each Occurrence	Included
Hired and Non-owned Auto Aggregate	Included
Professional Liability Each Claim	Included
Professional Liability Aggregate	Included
Molestation or Abuse Liability Each Claim	\$1,000,000
Molestation or Abuse Liability Aggregate	\$1,000,000

## **LIABILITY DEDUCTIBLE**

\$0

## **LOCATIONS OF ALL PREMISES YOU OWN, RENT OR OCCUPY**

Location	Address	Territory
1	8 Andrea Lane, Bloomfield, CT 06002	004

## **PREMIUM COMPUTATION**

Loc	Classification	Code No.	Premium Basis	Pr/Co	Rate		Advance Premium	
					All Other	Pr/Co	All Other	
1	Non-Owned & Hired Automobile Liability	90099	Flat	Included	241.500	Included		\$242
1	Additional Insured - Blanket	49950	1 Flat	Included	50.000	Included		\$50
1	Abuse and Molestation Liability - Specialty Training Schools	41799	Flat	Included	250.000	Included		\$252
1	Schools - Business - Other than Not-For-Profit	67512	25,000 Per 1,000 Sales	Included	4.600	Included		\$115
1	Professional Liability	72990	Flat	Included	0.000	Included	Included	

**MINIMUM PREMIUM FOR GENERAL LIABILITY COVERAGE PART:**

**\$500**

**TOTAL PREMIUM FOR GENERAL LIABILITY COVERAGE PART:**

**\$669**

(This Premium may be subject to adjustment.) MP - minimum premium

Coverage Form(s)/Part(s) and Endorsement(s) made a part of this policy at time of issue:

**See Form EOD (01/95)**

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.



GL 1147127

Renewal of Number

POLICY DECLARATIONS

No. GL 1147127A

# United States Liability Insurance Company

1190 Devon Park Drive, Wayne, Pennsylvania 19087

A Member Company of United States Liability Insurance Group

Direct Bill Policy

NAMED INSURED AND ADDRESS:

**WEALTH GENERATION LEGACY INC.**

**8 ANDREA LANE**

**BLOOMFIELD, CT 06002**

POLICY PERIOD: (MO. DAY YR.) From: 04/27/2023 To: 04/27/2024

12:01 A.M. STANDARD TIME AT YOUR  
MAILING ADDRESS SHOWN ABOVE

FORM OF BUSINESS: Individual

BUSINESS DESCRIPTION: Specialty Educators, Trainers, and Instructor

**IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE  
WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.**

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED.  
THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

Commercial Liability Coverage Part

PREMIUM  
\$669.00

**TOTAL:**

**\$669.00**

Coverage Form(s) and Endorsement(s) made a part of this policy at time of issue

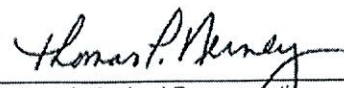
**See Endorsement EOD (1/95)**

Agent: **JOSEPH KRAR AND ASSOCIATES, INC. (1789)**  
1676 West Street  
Southington, CT 06489

Issued: 04/28/2023 12:00 PM

Broker: Milburn Insurance Group, LLC

By:

  
Authorized Representative

UPD (08-07)

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS,  
COVERAGE PART COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF,  
COMPLETE THE ABOVE NUMBERED POLICY.

## EXTENSION OF DECLARATIONS

Policy No. GL 1147127A

Effective Date: 04/27/2023

12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS

### FORMS AND ENDORSEMENTS

The following forms apply to the Commercial Liability coverage part

<i>Endt#</i>	<i>Revised</i>	<i>Description of Endorsements</i>
CG0001	12/07	Commercial General Liability Coverage Form
CG0068	05/09	Recording And Distribution Of Material Or Information In Violation Of Law Exclusion
CG2107	05/14	Exclusion - Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability - Limited Bodily Injury Exception Not Included
CG2109	06/15	Exclusion - Unmanned Aircraft
CG2136	03/05	Exclusion - New Entities
CG2139	10/93	Contractual Liability Limitation
CG2147	12/07	Employment-Related Practices Exclusion
CG2173	01/15	Exclusion Of Certified Acts Of Terrorism
CG2271	04/13	Colleges or Schools (Limited Form)
IL0017	11/98	Common Policy Conditions
IL0021	09/08	Nuclear Energy Liability Exclusion Endorsement
IL0140	09/08	Connecticut Changes - Civil Union
IL0260	01/19	Connecticut Changes - Cancellation and Nonrenewal
Jacket	07/19	Policy Jacket
L-224	10/10	Punitive Or Exemplary Damages Exclusion
L-249	07/07	Professional Liability Insurance Coverage
L-280s	02/11	Amendment - Limits Of Insurance
L-488	02/11	Non-Owned And/Or Hired Auto Liability
L-599	10/12	Absolute Exclusion for Pollution, Organic Pathogen, Silica, Asbestos and Lead with a Hostile Fire Exception
L-610	11/04	Expanded Definition Of Bodily Injury
L-703STS	10/09	Molestation Or Abuse Insurance
L-723	02/09	Blanket Additional Insured Endorsement
L-778	10/13	Background Investigation Exclusion
L-783	02/14	Amendment Of Liquor Liability Exclusion
LLQ100	07/06	Amendatory Endorsement
LLQ368	08/10	Separation Of Insureds Clarification Endorsement
Notice-Unmanned Aircraft-GL	05/16	Advisory Notice To Policyholders
TRIADN	12/20	Disclosure Notice of Terrorism Insurance Coverage



**CITY OF WATERBURY**  
Insurance Bid Specifications Recommendation  
**RISK MANAGEMENT**

**Submitting Department: BOE**

**Contact Name: Jerry Gay [jerry.gay@waterbury.k12.ct.us](mailto:jerry.gay@waterbury.k12.ct.us)**

**Nyree Toucet [ntoucet@waterbury.k12.ct.us](mailto:ntoucet@waterbury.k12.ct.us)**

**Description of Project/Work/Services: Wealth Legacy Classes after school for WPS**

**Insurance Requirements**

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

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

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

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

**Auto Liability:**                        **\$1,000,000 Combined Single Limit each Accident**  
   **Any Auto, All Owned and Hired Autos**

**Workers Compensation:**        **WC Statutory Limits**  
   **Employer Liability (EL)**  
   **\$1,000,000 EL each Accident**  
   **\$1,000,000 EL Disease each Employee**  
   **\$1,000,000 EL Disease Policy Limits**

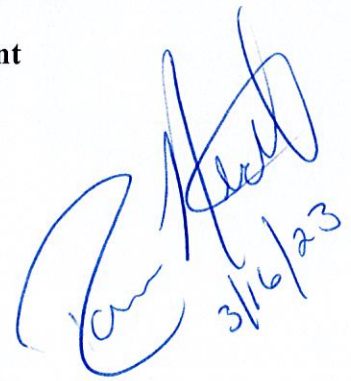
**Professional Liability/E&O:**    **\$1,000,000 each Wrongful Act**  
   **\$1,000,000 Aggregate**

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

(Applicable to Contractors working directly with Youth/Minors)

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

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



# WEALTH GENERATION LEGACY INC PROPOSAL FOR PERSONAL FINANCIAL LITERACY AFTER SCHOOL PROGRAM



## OVERVIEW

*A proposal to provide personal financial literacy as an after school program in the Waterbury school system.*

Wealth Generation Legacy Inc is pleased to offer this submission in support of implementing an after school program that will teach students personal financial literacy. We propose a financial literacy course curriculum that will allow participants the opportunity to learn the importance of investing, savings, banking, debt reduction, credit, insurance, the importance of having a vision, overview of personal finance, giving, reading, and sharing.

## THE OBJECTIVE

*To provide personal financial education to 35-40 youth free of charge. Upon completion of this 7 week course, students will receive a \$100 stipend to start a bank account, add to their savings account, or invest.*

## THE OPPORTUNITY

*Supply a progressive and dynamic solution that is responsive to one of the primary challenges our youth in the community consistently face. The opportunity is to eliminate the generational curse of improper money management. Lack of proper financial literacy guidance.*

- Goal #1 To ensure that each student has an aptitude of 80% and higher.
- Goal #2: To guarantee that every student leaves the course with their own course reading book.
- Goal #3: Remove one of the primary barriers hindering our youth today. Understanding the concept of money management.
- Goal #4: Help to become a resource for our youth after the program is completed.



## **THE SOLUTION**

*To teach a 7 week course that meets once a week for 1.2 hours. The course will be taught out of the workbook "Personal Finance Does Matter". Students will also receive their reading books as well. This will be taught to the youth for free.*

## **Our Proposal**

*We propose a working cooperative relationship with the Waterbury School System to engage/teach high school aged youth on the topic of personal financial literacy education. This proposal will ensure and support the best possible pathways to teach the youth of Waterbury.*

In alignment with Wealth Generation Legacy's mission of "Providing financial literacy education and life skills education in order to build community wealth for generations to come".

We are proposing a 7 week program designed to give students fundamental and real world knowledge on handling personal finances. Participants will learn how to save, budget, debt elimination, invest, the importance of compound interest, retirement, banking, life insurance, and more.

- Class duration will be 1.2 hour long in conjunction with the late bus schedule.
- The class will be once a week
- Class will be free for 35-40 Waterbury students.
- Students will receive 1 course curriculum workbook and 1 reading book.
- The class will be instructed by 1 to 2 instructors who are certified personal financial educators.
- The school will be responsible for providing a space, students, and the late buses for the students.
- Again, this program will not cost the Waterbury School System anything. Wealth Generation Legacy Inc will provide the labor, materials, and stipends.

## **RESOURCES**

*Wealth Generation Legacy INC*

*[www.wealthgenerationlegacy.org](http://www.wealthgenerationlegacy.org)*

*Funding sources (United Way of Greater Waterbury)*

## **TIMELINE FOR EXECUTION**

### ***Timeline for execution***

*Below is a possible timeline per approval from the Waterbury School System*

<b>Description</b>	<b>Start time</b>	<b>End time</b>	<b>Duration</b>
<b>Intro to Personal Finance: Pre Assessment</b>	2:10 p.m.	3:30 p.m.	1:20
Creating a vision	2:10 p.m.	3:30 p.m.	1:20
Budgeting	2:10 p.m.	3:30 p.m.	1:20
Banking/Savings	2:10 p.m.	3:30 p.m.	1:20
Investing/Retirement	2:10 p.m.	3:30 p.m.	1:20
Insurance/Debt	2:10 p.m.	3:30 p.m.	1:20
Financial traps/ Giving, Reading, and Sharing: <b>Post Assessment</b>	2:10 p.m.	3:30 p.m.	1:20

## **EXPECTED RESULTS**

***We expect that by providing personal financial literacy education, our youth will have a better opportunity to create generational wealth. Our data has shown that the average pre assessment score is around 40% and the average post assessment score is around 85%. We expect that students in the class will have an average post assessment score of around 85%.***

## **FINANCIAL BENEFITS**

- A better understanding of finances
- \$100 stipend for savings, investing, and school aid.

## **TECHNICAL BENEFITS**

- Result #1: Enhanced understanding of personal finances.
- Result #2: Allow the information that was learned in the course to be shared to friends and family members from the participants.
- Result #3: Preparing students for the financial challenges of college and how not to go into massive student loan debt.

## **OTHER BENEFITS**

***Increased confidence with handling money and self positivity from creating our daily affirmations.***

## **CONCLUSION**

*It is our goal to provide personal financial literacy education to the youth of Waterbury. With our partnership with The United Way of Greater Waterbury, we are able to provide this free course to those who are willing to learn. We hope that we can create a continued partnership with the Waterbury School system for years to come.*

Thank you for your consideration,

Naciki Reid - Executive Director

Wealth Generation Legacy, INC

CITY OF WATERBURY  
DEPARTMENT OF FINANCE - RISK MANAGEMENT  
Insurance Bid Specifications Review Request Form

Instructions: Please complete the below sections on this word document and email back to Rona Nickerl at [rnickerl@waterburyct.org](mailto:rnickerl@waterburyct.org) . Save the word file under a contract reference name and tracking number used within your department and attach to email.

Requesting Department: BOE – JGay at Contracts & Nyree Toucett, College Readiness

Requesting Department Contact: Jerry Gay

Detailed description of Work/Services to be performed: We are proposing a 7 week program designed to give students fundamental and real world knowledge on handling personal finances. Participants will learn how to save, budget, debt elimination, invest, the importance of compound interest, retirement, banking, life insurance, and more.

- Class duration will be 1.2 hour long in conjunction with the late bus schedule.
- The class will be once a week
- Class will be free for 35-40 Waterbury students.
- Students will receive 1 course curriculum workbook and 1 reading book.
- The class will be instructed by 1 to 2 instructors who are certified personal financial educators.
- The school will be responsible for providing a space, students, and the late buses for the students.
- Again, this program will not cost the Waterbury School System anything. Wealth Generation Legacy Inc will provide the labor, materials, and stipends

Environmental Services Included — If YES, describe: None

Medical Services Included — If YES, describe: None

Hazardous Substances — If YES, describe: None

Will Use of Subcontractors be Permitted? None

Summarize any other Special Conditions: None

Estimated Cost: \$No Cost

Contract Term: 1 year.

Summarize Insurance Coverage & Limits used for Previous Contract - If applicable: None



CITY OF WATERBURY, RISK MANAGEMENT

Insurance Bid Specifications Recommendation

Submitting Department: BOE College Readiness & Contracts

Contact Name: Jerry Gay

Project: Wealth Generation Legacy, Inc.

Date : 03/14/2023

Description of Work/Services: After School classes on Finance

Contract Term: 1 year

**Recommended Insurance Coverages and Limits:** Contractor shall agree to maintain in force at all times during the contract the following minimum coverage's. All policies shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's Rating of VIII. In addition, all Carriers are subject to approval by the City of Waterbury.

General Liability: each \$\_\_\_\_\_ each Occurrence  
\$\_\_\_\_\_ General Aggregate  
\$\_\_\_\_\_ Products/ Completed Operations Aggregate

Auto Liability: \$\_\_\_\_\_ Combined Single Limit each Accident  
Any Auto, All Owned and Hired Autos

Workers Compensation: WC Statutory Limits  
Employer Liability (EL)  
\$\_\_\_\_\_ EL each Accident  
\$\_\_\_\_\_ EL Disease each Employee EL Disease  
\$\_\_\_\_\_ EL Policy Limits

Excess/ Umbrella Liability: \$\_\_\_\_\_ each Occurrence  
\$\_\_\_\_\_ Aggregate

Builder's Risk/installation Floater Insurance: \$\_\_\_\_\_ each Occurrence OR Limits equaling  
The Value of the Project not necessary not construction

Contractors Pollution Liability Insurance \$\_\_\_\_\_ each Occurrence/Claim  
\$\_\_\_\_\_ Aggregate

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

Professional Liability/E&O: \$\_\_\_\_\_ each Wrongful Act  
\$\_\_\_\_\_ Aggregate

Other Insurance Required: Abuse / Molestation Liab Ins. \$\_\_\_\_\_ each Occurrence  
\$\_\_\_\_\_ Aggregate

(Applicable to Contractors working directly with Youth/Minors) no children that I am aware of

Wording for Additional Insured Endorsement and Waiver of Subrogation:

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

**MEMORANDUM OF UNDERSTANDING**  
**for**  
**FINANCIAL LITERACY**  
**between**  
**THE CITY OF WATERBURY**  
**And**  
**WEALTH GENERATION LEGACY, INC.**

This Memorandum of Understanding ("MOU") is between the City of Waterbury, Waterbury Public Schools (the "City" or "WPS") and Wealth Generation Legacy, Inc. ("Wealth Generation") (Jointly referred to as the "Parties" to this MOU).

- 1. Purpose and Goals.** The purpose of this MOU is a joint effort to teach students at Waterbury Public Schools personal financial literacy consisting of the importance of investing, savings, banking, debt reduction, credit, insurance, retirement, and more ("Financial Literacy Program"). Through such Financial Literacy Program, Wealth Generation aims to meet the following goals:
  - 1.1.** Each student has an aptitude of 80% or higher;
  - 1.2.** To remove one of the primary barriers hindering youth today: understanding the concept of money management;
  - 1.3.** For information learned in the Financial Literacy Program to be shared with friends and family;
  - 1.4.** Prepare students for the financial challenges of college and avoiding high levels of student loan debt;
  - 1.5.** Students' increased confidence with handling money and self-positivity;
  - 1.6.** Become a resource for youth after the Wealth Literacy Program is completed.
- 2. Roles and Responsibilities.** The above goals will be accomplished by undertaking the following activities:
  - 2.1.** The Financial Literacy Program shall be held once a week for 1 hour and 20 minutes over a period of up to seven (7) weeks for up to 40 WPS students upon a schedule mutually agreed between WPS and Wealth Generation.
  - 2.2.** Financial Literacy sessions will not take place on days in which Waterbury Public Schools are either not in session or are not a full day.
  - 2.3.** Sessions that need to be canceled due to weather or illness shall be rescheduled.

## **2.4. Wealth Generation Responsibilities.**

- 2.4.1.** Wealth Generation shall provide one to two Certified Personal Financial Educators to instruct each session.
- 2.4.2.** Wealth Generation shall provide each student with one (1) course curriculum workbook and one (1) reading book.
- 2.4.3.** Wealth Generation shall provide up to 40 students with a \$100 stipend to start a bank account, add to their savings account, or invest.

## **2.5. WPS Responsibilities.**

- 2.5.1.** WPS shall provide space to accommodate up to 40 students for each session in accordance with the mutually agreed upon schedule between WPS and Wealth Generation.
- 3. Duration.** This MOU shall become effective on the date executed by the Mayor and shall terminate June 30, 2023, unless termination of this MOU is initiated by either Party by written notification 30 days prior to the effective termination date.
  - 4. Funding.** This MOU is not a commitment of funds, rather an understanding of respective and collective roles for both the City and Wealth Generation. Neither Party shall be responsible to compensate the other.
  - 5. Criminal Background Check and DCF Registry Check.** Wealth Generation represents and warrants that it and its employees who may be assigned to perform the services required for the Financial Literacy Program as set forth in this document have no history of violations of the laws or regulations of the State of Connecticut pertaining to public health, have not been convicted of a crime and have no criminal investigation pending.

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

- 6. Confidentiality/FERPA.** Wealth Generation shall strictly adhere to all State and Federal Statutes, rules, policy, regulations, codes of participant protection and confidentiality, administrative directives of the State of Connecticut Board of Education, Connecticut Department of Education and the Waterbury Board of Education regarding confidentiality of student records, files, PPTs, IEPs, etc. Wealth Generation shall further ensure that its employees, agents, or anyone performing work on their behalf under the terms of this MOU shall strictly adhere to all State and Federal Statutes, rules, policy, regulations, codes of participant protection and confidentiality, administrative directives of the State of Connecticut Board of Education and those of the Waterbury Board of Education regarding confidentiality of student records, files, PPTs, IEPs, etc.

6.1. Any and all materials contained in City of Waterbury student files that are entrusted to Wealth Generation or gathered by Wealth Generation in the course of its services shall remain in the strictest confidence to prevent disclosure of the same. All information furnished by the City or gathered by Wealth Generation shall be used solely for the purposes of providing services under this MOU.

6.1.1. Wealth Generation acknowledges that in the course of providing services under this MOU, it may come into the possession of education records of City Waterbury students as defined in and governed by Family Educational Rights and Privacy Act ("FERPA", 20 U.S.C. § 1232g) and related regulations (34 C.F.R. § 99) Wealth Generation and City shall comply with the requirements of said statute and regulations, as amended from time to time and Wealth Generation agrees to use information obtained from the City or student education records only for the purposes provided in this MOU. Without the prior written consent of the student's parent or guardian, as required by FERPA, Wealth Generation has no authority to make disclosures of any information from education records. Wealth Generation shall instruct its employees of their obligations to comply with FERPA.

## **7. Indemnification.**

7.1. Wealth Generation 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 Wealth Generation, 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 Wealth Generation duties hereunder or (iv) claim for intangible loss(es) including but not limited to business losses, lost profits or revenue, regardless of whether or not it is caused in part by a party indemnified hereunder.

7.2. In any and all claims against the City or any of its boards, agents, employees or officers by Wealth Generation or any employee of Wealth Generation, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.1, above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Wealth



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

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

**8.1. General Liability Insurance:**

\$1,000,000.00 per occurrence

\$2,000,000.00 aggregate

\$2,000,000.00 Products and completed operations aggregate

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

**8.3. Workers' Compensation:** Statutory Limits within the State of Connecticut:  
Employers' Liability:  
EL Each Accident \$1,000,000.00  
EL Disease Each Employee \$1,000,000.00  
EL Disease Policy Limit \$1,000,000.00

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

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

**9. Termination for Convenience of the City.** The City may terminate this MOU at any time for the convenience of the City, by a notice in writing from the City to Wealth Generation.

**10. Termination for Non-Appropriation.** Wealth Generation acknowledges that the City is a municipal corporation and that this MOU is subject to the appropriation of funds by the City sufficient for this MOU for each budget year in which this MOU is in effect. Wealth Generation therefore agrees that the City shall have the right to terminate this MOU in whole or in part without penalty in the event sufficient funds to provide for services under this MOU are not appropriated, not authorized or not made available pursuant to law, or such funding has been reduced pursuant to law.

**11. Nondiscrimination.** The parties to this MOU agree, as required by sections 4a-60 and 4a-60a of the Connecticut General Statutes, not to discriminate against any person on the basis of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, sexual orientation, intellectual disability, mental disability, or physical disability, including but not limited to, blindness, unless it is shown by such party that such disability prevents performance of the work involved. Each party agrees to comply with all applicable federal and state of Connecticut nondiscrimination and affirmative action laws, including but not limited to, sections 4a-60 and 4a-60a of the Connecticut General Statutes.

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

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

ADMINISTRATION”, then click on “CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST”].

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

**12.2.1.** No person shall offer, give, or agree to give any current or former public official, employee or member of a board or commission, or for such current or former public official, employee or member of a board or commission to solicit, demand, accept or agree to accept from another person a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or purchase order, or to any solicitation or proposal therefore.

**12.2.2.** No person shall make any payment, gratuity, or offer of employment as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime contractor or higher tier subcontractor or any person associated therewith, under contract or purchase order to the City.

**12.2.3.** The value of anything transferred or received in violation of the provisions of this Chapter or regulations promulgated hereunder by any person subject to this Chapter may be recovered by the City.

**12.3. Prohibition Against Contingency Fees (§39.47 of City’s Code of Ordinances).**

Wealth Generation hereby represents that it has not retained anyone to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage or contingency fee.

**13. Force Majeure.** Neither Wealth Generation nor the City shall be held responsible for delays or be considered to be in breach of this MOU or be subject to liquidated damages when their respective obligations under this MOU are caused by conditions beyond their control, including without limitation: (i) Acts of God, such as severe acts of nature or weather events including floods, fires, earthquakes, hurricanes, cyclones, or explosions; (ii) war, acts of terrorism, acts of public enemies, revolution, civil commotion or unrest, riots, pandemics or epidemics; (iii) acts of governmental authorities such as expropriation, condemnation, changes of law and order or regulations, proclamation, ordinance, or other governmental requirement; (iv) strikes and labor disputes; and (v) certain accidents including but not limited to hazardous, toxic, radioactive or nuclear contamination spills, contamination, combustion or explosion, which prevent a Party from fulfilling their obligations or otherwise render performance under the MOU impossible. Upon cessation of work for reason of force majeure delays, the Party(ies) whose obligations are affected shall use their best efforts to meet their obligations under this MOU.

- 14. Notice.** Except as otherwise specifically prohibited in this MOU, whenever under this MOU approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the City's Using Agency or Wealth Generation, 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:

Wealth Generation: Naciki Reid  
Executive Director  
Wealth Generation Legacy, Inc.  
8 Andrea Lane  
Bloomfield, CT 06002

City: The City of Waterbury  
Attn: Nyree Toucett  
236 Grand Street  
Waterbury, CT 06702

With a copy to: Office of the Corporation Counsel  
City Hall Building  
235 Grand Street, 3<sup>rd</sup> Floor  
Waterbury, CT 06702

- 15. Disputes; Legal Proceedings; Waiver of Trial by Jury and Continued Performance.** Wealth Generation agrees that it waives a trial by jury as to any and all claims, causes of action or disputes arising out of this MOU or services to be provided pursuant to this MOU.

- 16. Subcontracting.** Wealth Generation shall not, without the prior written approval of the City, subcontract, in whole or in part, any of Wealth Generation's services. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than that required of Wealth Generation 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 Wealth Generation from its requirement that all work and services provided or required hereunder shall comply with all Federal, State and Local, laws, regulations and ordinances.

**16.1.** Wealth Generation shall be as fully responsible to the City for the acts and omissions of Wealth Generation's subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by Wealth Generation.

- 17. Assignability.** Wealth Generation shall not assign any interest in this MOU, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City; provided, however, that claims for money due or to become due Wealth Generation from the City under this MOU may be assigned to a bank, trust, company,



or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

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

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

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

WITNESSES:

**CITY OF WATERBURY**

\_\_\_\_\_  
Sign & Date

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

\_\_\_\_\_  
Sign & Date

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

WITNESSES:

**WEALTH GENERATION LEGACY, INC.**

\_\_\_\_\_  
Sign & Date

By: \_\_\_\_\_  
Naciki Reid, Executive Director

\_\_\_\_\_  
Sign & Date

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

## Crystal Burr

---

**From:** JERRY GAY <jerry.gay@waterbury.k12.ct.us>  
**Sent:** Wednesday, September 27, 2023 3:27 PM  
**To:** Insurance Requests  
**Cc:** NYREE TOUCET  
**Subject:** FW: FW: COI Approve  
**Attachments:** Update Certificate of Insurance.pdf; Additional RM COI Comments - WGL.pdf

See attached and below. JG

**From:** AnnMarie Corridore [mailto:acorridore@milburnins.com]  
**Sent:** Wednesday, September 27, 2023 3:23 PM  
**To:** JERRY GAY <jerry.gay@waterbury.k12.ct.us>  
**Subject:** RE: FW: COI Approve

**EXTERNAL MAIL- Think before you Click. More than 90% of successful cyber attacks start with a phishing email. This email originated from outside the District.**

Hi Jerry,

Updated Certificate is attached. They do not carry Workers Comp.

Thank you,  
Annmarie

**From:** JERRY GAY <jerry.gay@waterbury.k12.ct.us>  
**Sent:** Wednesday, September 27, 2023 2:05 PM  
**To:** AnnMarie Corridore <acorridore@milburnins.com>; Naciki Reid <wealthgenerationlegacyinc@gmail.com>  
**Cc:** NYREE TOUCET <ntoucet@waterbury.k12.ct.us>  
**Subject:** RE: FW: COI Approve

AnnMarie, Please see the attached in RED for adjustments our Risk Management is requesting. Jerry

**From:** AnnMarie Corridore [mailto:acorridore@milburnins.com]  
**Sent:** Monday, September 25, 2023 1:48 PM  
**To:** Naciki Reid <wealthgenerationlegacyinc@gmail.com>; JERRY GAY <jerry.gay@waterbury.k12.ct.us>  
**Subject:** RE: FW: COI Approve

**EXTERNAL MAIL- Think before you Click. More than 90% of successful cyber attacks start with a phishing email. This email originated from outside the District.**

Certificate of Insurance is attached.

Thank you,  
Annmarie

**From:** Naciki Reid <wealthgenerationlegacyinc@gmail.com>  
**Sent:** Tuesday, September 19, 2023 8:58 AM

**To:** AnnMarie Corridore <[acorridore@milburnins.com](mailto:acorridore@milburnins.com)>

**Subject:** Fwd: FW: COI Approve

Good morning AnnMarie,

Please see email request below.

Thank you

----- Forwarded message -----

**From:** Naciki Reid <[reidestatellc@gmail.com](mailto:reidestatellc@gmail.com)>

**Date:** Tue, Sep 19, 2023 at 8:56 AM

**Subject:** Fwd: FW: COI Approve

**To:** Naciki Reid <[wealthgenerationlegacyinc@gmail.com](mailto:wealthgenerationlegacyinc@gmail.com)>

----- Forwarded message -----

**From:** JERRY GAY <[jerry.gay@waterbury.k12.ct.us](mailto:jerry.gay@waterbury.k12.ct.us)>

**Date:** Tue, Sep 19, 2023 at 8:46 AM

**Subject:** FW: COI Approve

**To:** Naciki Reid <[reidestatellc@gmail.com](mailto:reidestatellc@gmail.com)>

**CC:** NYREE TOUCET <[ntoucet@waterbury.k12.ct.us](mailto:ntoucet@waterbury.k12.ct.us)>

Naciki, One last item to clear of your Insurance coverage.

Please see the request below from our Risk Management on the Certificate of Insurance. The COI form is generally issued by your Broker or Agent and lists all the policies and their limits, plus checking off various boxes and listing the City as the Certificate Holder. Generally it is on an "ACORD" form. Your agent/Broker would know what to give you, but reach if out any questions.

Jerry

---

**From:** Crystal Burr [<mailto:cburr@waterburyct.org>]

**Sent:** Monday, September 18, 2023 4:00 PM

**To:** JERRY GAY <[jerry.gay@waterbury.k12.ct.us](mailto:jerry.gay@waterbury.k12.ct.us)>

**Cc:** NYREE TOUCET <[ntoucet@waterbury.k12.ct.us](mailto:ntoucet@waterbury.k12.ct.us)>; Insurance Requests <[InsuranceRequests@waterburyct.org](mailto:InsuranceRequests@waterburyct.org)>

**Subject:** RE: COI Approve

**EXTERNAL MAIL- Think before you Click. More than 90% of successful cyber attacks start with a phishing email. This email originated from outside the District.**

Good afternoon Jerry,

The attachment shows the declarations but not the COI which would show that we are listed for coverages. Please have them provide a COI with the City of Waterbury & BOE as certificate holder.

Reach out if there are any questions.

Thank you,

***~ Crystal Burr***

***Administrative Associate III***

***Finance Department / Risk Management***

***235 Grand Street***

***Waterbury, CT 06708***

***203-574-6840 ext. 7067***

***Fax: 203-753-6831***

---

**From:** JERRY GAY <[jerry.gay@waterbury.k12.ct.us](mailto:jerry.gay@waterbury.k12.ct.us)>  
**Sent:** Monday, September 18, 2023 10:35 AM  
**To:** Insurance Requests <[InsuranceRequests@waterburyct.org](mailto:InsuranceRequests@waterburyct.org)>  
**Cc:** NYREE TOUCET <[ntoucet@waterbury.k12.ct.us](mailto:ntoucet@waterbury.k12.ct.us)>  
**Subject:** COI Approve

Please see the attached COI for approval for WGL providing Financial Classes. Thanks,

Jerry Gay, Contracts Manager

Waterbury Board of Education

236 Grand Street, Rm 263

Waterbury, CT. 06702



203-346-3989 ; Ext 11225

[jerry.gay@waterbury.k12.ct.us](mailto:jerry.gay@waterbury.k12.ct.us)

This email message, including any attachment(s), is for the exclusive use of the intended recipients and may contain confidential and/or privileged information under applicable federal and state laws, including, but not limited to, the Family Educational Rights and Privacy Act (FERPA). If the reader of this message is not an intended recipient, you are hereby directed to delete and destroy this message and any copies of the same and to contact the sender immediately. Any unauthorized review, use, disclosure or distribution of this message, including any of its attachment(s), is strictly prohibited.



**WATERBURY**  
PUBLIC SCHOOLS

*Nicholas J. Albini*

*Chief Operating Officer*


*(203) 346-2340*

*nalbini@waterbury.k12.ct.us*

## MEMORANDUM

**DATE:** October 26, 2023

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

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

**RE:** Executive Summary for Amendment #2 to the Construction Contract for International Dual Language School Boiler Replacement with Sarracco Mechanical Services, Incorporated

Sarracco Mechanical Services, Inc. was awarded the contract for Boiler System Replacement, which includes furnishing and installing a new heating system, as well as the installation of new controllers for the Building Management System (BMS), at the International Dual Language School. The contract was awarded on March 9, 2023 and initiated under RFP#7516. The funding source is the Elementary and Secondary School Emergency Relief Fund (ESSER II). The initial agreement amount was \$1,067,270 and is based on a predetermined scope of work. This amount does not include any allowances, contingencies or change orders.

Amendment #1 established an owner controlled contingency in the amount of \$53,000 to facilitate the timely approval of contractor change order requests resulting from unexpected expenses that may arise during the course of construction. Amendment #1 increased the total contract amount to \$1,120,270. The funding source was the Elementary and Secondary School Emergency Relief Fund (ESSER II).

As per amendment #2, we are respectfully requesting to increase the owner controlled contingency in the amount of \$125,000 and to extend the contract end date to December 31, 2023 in order to complete the additional proposed contingency services. Amendment #2 would increase the contingency amount to \$178,000. Anticipated contingency expenses include design enhancement of the heating/boiler system to make it operate more efficiently and effectively. Items include additional controls, a recirculating heat pump for the second and third floors, patching existing steam pipe holes and thermostat replacements for proper system function. All contractor change order requests will be carefully reviewed and evaluated by the architect/engineer of record (AI Engineering), program manager (KBE) and BOE designated project owner representative. Amendment #2 will increase the total contract amount to \$1,245,270. The funding source will be the Elementary and Secondary School Emergency Relief Fund (ESSER II).

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

c: Mike Konopka, Dave Heavener, Jake Schick, Amy Hunihan

**AMENDMENT 2**  
**to**  
**Construction Contract**  
**for**  
**International Dual Language School Boiler Replacement**  
**between**  
**City of Waterbury**  
**and**  
**Sarracco Mechanical Services, Inc.**

**THIS AMENDMENT NUMBER 2**, 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 **SARRACCO MECHANICAL SERVICES, INC.**, located at 61 Mattatuck Heights, Waterbury, Connecticut, a duly registered Connecticut corporation (the "Contractor", collectively with the City, the "Parties").

**WHEREAS** the parties executed an Agreement (the "Agreement"), effective March 9, 2023 (the "Effective Date"), relating to **Request for Proposal ("RFP") No. 7516**, titled International Dual Language School Boiler Replacement (the "Project");

**WHEREAS** pursuant to Amendment 1, effective June 29, 2023, the Parties amended the Agreement to increase the Total Contract Amount to **ONE MILLION ONE HUNDRED TWENTY THOUSAND TWO HUNDRED SEVENTY DOLLARS (\$1,120,270)** to include an Owner Controlled Contingency provision and associated amount totaling **FIFTY THREE THOUSAND DOLLARS (\$53,000)** to be used for additional work and services required at the Project;

**WHEREAS** the Parties seek to amend further the Agreement to increase the Total Contract Amount and the Owner Controlled Contingency provision to be used for additional work and services required at the Project;

**WHEREAS** the Agreement originally provided the Contractor shall Substantially Complete all work and services required for the Project within two hundred forty (240) consecutive calendar days of the City's written Notice to Proceed and shall reach Final Completion within two hundred seventy (270) consecutive calendar days of the City's written Notice to Proceed ("Contract Time"); and

**WHEREAS** the parties now seek to further amend the Agreement to increase the Contract Time for the Project such that the Contractor achieves substantial completion on or before November 30, 2023, and final completion on or before December 31, 2023.

**NOW THEREFORE**, the parties hereby agree and covenant to amend further the Agreement as follows:

1. The foregoing recitals are incorporated herein by reference as if fully stated herein.

2. The parties agree to amend the Agreement by this Amendment 2 to increase the Contract Time.
3. **Section 5** as originally provided in the Agreement is deleted and shall now state the following: "The Contractor shall Substantially Complete all work and services required under this Contract on or before November 30, 2023, and shall reach Final Completion on or before December 31, 2023 ("Contract Time")."
4. Further, the Parties agree to amend the Agreement by this Amendment 2 to increase the Total Contract Amount and the Owner Controlled Contingency.
5. **Section 6 Compensation** shall be amended such that **Section 6.1. Fee Schedule** is deleted and replaced with the following **Section 6.1** (inclusive of **Section 6.1.1**), which shall provide as follows:

**6.1. Fee Schedule.** Subject to retainage, limitations, etc. set forth below Section 6, the fee payable to the Contractor shall not exceed **ONE MILLION TWO HUNDRED FORTY-FIVE THOUSAND TWO HUNDRED SEVENTY DOLLARS (\$1,245,270)** (hereafter referred to as "Total Contract Amount") with the basis for payment of the Base Payment being Contractor's Price Proposal set forth in Attachment A, which is summarized below and inclusive of the required payment and performance bonds:

- i. Base Payment for all services set forth in Contractor's Price Proposal referenced in Section 1.1.3..... \$1,067,270; and
- ii. Owner Controlled Contingency as governed by **Section 6.1.1** below.....\$178,000.

**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(ii) 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.

4. Unless amended hereto, all other terms, conditions and provisions of the Agreement and Amendment 1 shall remain in full force and effect and binding upon the parties.



**IN WITNESS WHEREOF**, the parties hereto execute this Amendment Number 2 on the dates signed below.

**WITNESSES:**

\_\_\_\_\_

\_\_\_\_\_

**CITY OF WATERBURY**

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

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

**WITNESSES:**

\_\_\_\_\_

\_\_\_\_\_

**SARRACCO MECHANICAL  
SERVICES, INC.**

By: \_\_\_\_\_  
Jamie Sarracco, President

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

Chief Operating Officer

(203) 346-2340

nalbini@waterbury.k12.ct.us

**DATE:** October 26, 2023

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

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

**RE:** Appropriating Capital Funds to Mountain View Playscapes Owner Controlled Contingency for Bunker Hill Parking Lot Paving

Mountain View Landscapes, Inc. was awarded the contract for the removal and replacement of nine (9) playscapes at nine (9) elementary schools. The contract effective date was March 13, 2023 and was initiated under RFP #7520.

The Parties seek to amend this Agreement, as amended by Amendment 1, by adding \$200,000 to the Owner Controlled Contingency, thereby increasing the total compensation due to the Contractor under the Agreement to \$3,565,250.

The Agreement, as amended by Amendment 1, shall be further amended to add Subsection 6.1.1. (i) reflecting that the additional Owner Controlled Contingency of \$200,000 shall be funded by City of Waterbury Board of Education Capital Funds:

- i. \$200,000 of the \$300,000 Owner Controlled Contingency set forth in Subsection 6.1. (iii) shall be funded by City of Waterbury Board of Education Capital Funds.

As per amendment #2, we are requesting this additional Owner Controlled Contingency to allow paving of the entire lower-level of the Bunker Hill parking lot. This includes removal of approximately 15" of material and importing 12" of gravel base followed by bituminous asphalt.

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

Thank you for your consideration.

c: Mike Konopka, Dave Heavener, Jake Schick, Amy Hunihan

**AMENDMENT NUMBER 2**  
**to**  
**Construction Contract**  
**for RFP No. 7520**  
**Removal and Replacement**  
**of Certain School Playscapes**  
**between**  
**The City of Waterbury**  
**and**  
**Mountain View Landscapes and Lawncare, Inc.**

**THIS AMENDMENT NUMBER 2** (“Amendment 2”), effective on the date signed by the Mayor, is by and between the **CITY OF WATERBURY**, City Hall, 235 Grand Street, Waterbury, Connecticut 06702 (“City”), and **MOUNTAINVIEW LANDSCAPES AND LAWN CARE, LLC**, located at 67 Old James Street, Chicopee, Massachusetts, a Massachusetts limited liability company duly registered to do business in Connecticut (the “Contractor”) (jointly referred to as the “Parties”).

**WHEREAS**, the Parties executed an Agreement (the “Agreement”), effective March 13, 2023 (the “Effective Date”), relating to **Request for Proposal (“RFP”) No. 7520** for the removal and replacement of certain Waterbury schools’ playscapes (the “Project”); and

**WHEREAS**, the Parties executed Amendment Number 1 (“Amendment 1”), effective June 29, 2023, to include an Owner Controlled Contingency to be used for services not previously contemplated under the March 13, 2023 Agreement; and

**WHEREAS**, the Parties seek to further amend the Agreement, as amended by Amendment 1, to increase the Owner Controlled Contingency amount and therefore the Total Contract Amount.

**NOW THEREFORE**, the Parties hereby agree and covenant to further amend the Agreement as follows:

1. The Parties seek to amend this Agreement, as amended by Amendment 1, by adding \$200,000 to the Owner Controlled Contingency, thereby increasing the total compensation due to the Contractor under the Agreement to \$3,565,250, as set forth below.

2. Subsection 6.1 (“Fee Schedule”) shall be deleted and replaced with the following:

**6.1. Fee Schedule.** Subject to retainage, limitations, etc. set forth below Section 6, the fee payable to the Contractor shall not exceed **THREE MILLION FIVE HUNDRED SIXTY-FIVE THOUSAND TWO HUNDRED FIFTY DOLLARS (\$3,565,250.00)** (hereafter referred to as “Total Contract Amount”) with the basis for payment of the Base Payment being Contractor’s Price Proposal set forth in

Attachment A, which is summarized below and inclusive of the required payment and performance bonds:

- i. \$3,311,250 (base payment), but less
- ii. \$46,000 (Item 2(A) deduct value engineering alternate from Contractor's Revised Price Proposal, January 26, 2023); and
- iii. \$300,000 Owner Controlled Contingency as governed by Subsection 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 Subsection 6.1(iii) of this Contract shall be utilized for the payment to the Contractor for additional work not covered by this contract and requested and approved by the City in writing to be performed by the Contractor. The basis for payment for the additional work under the Contingency shall be separate and apart from the Base Payment set forth above. The 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.

3. **The Agreement, as amended by Amendment 1, shall be further amended to add Subsection 6.1.1.(i) reflecting that the additional Owner Controlled Contingency of \$200,000 shall be funded by City of Waterbury Board of Education Capital Funds:**

- i. \$200,000 of the \$300,000 Owner Controlled Contingency set forth in Subsection 6.1.(iii) shall be funded by City of Waterbury Board of Education Capital Funds.

4. **Other than as set forth herein, all other terms, conditions and provisions of the Agreement effective March 13, 2023, as amended by Amendment 1 effective June 29, 2023, shall remain in full force and effect and binding upon the Parties hereto.**

**[Signature Page Follows]**



IN WITNESS WHEREOF, the parties hereto execute this Amendment Number 2 on the dates signed below.

WITNESS:

**CITY OF WATERBURY**

\_\_\_\_\_

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

\_\_\_\_\_

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

WITNESS:

**MOUNTAINVIEW LANDSCAPES AND  
LAWNCARE, LLC**

 \_\_\_\_\_

By:  \_\_\_\_\_  
Stephen M. Corrigan, President

 \_\_\_\_\_

Date: 10-27-23

### CORPORATE RESOLUTION

I, MAUREEN CORRIGAN, hereby certify that I am the duly elected and acting Secretary of Mountain View Landscapes & Lawncare, Inc., a corporation organized and existing under the laws of the State of MASS., do hereby certify that the following facts are true and were taken from the records of said corporation.

The following resolution was adopted at a meeting of the corporation duly held on the 3RD day of FEB., 2023.

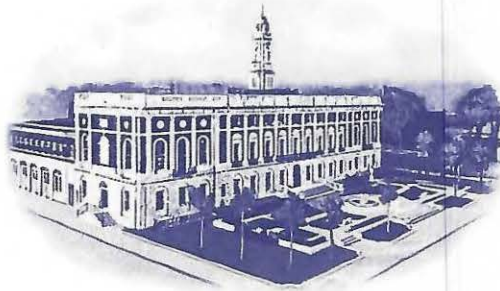
"It is hereby resolved that STEPHEN M CORRIGAN authorized to make, execute and approve, on behalf of this corporation, any and all contracts or amendments thereof".

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

IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said Mountain View Landscapes & Lawncare, Inc. corporation this 27TH day of OCT, 2023


Maureen Corrigan  
Secretary MAUREEN CORRIGAN

KEVIN McCaffery  
DIRECTOR OF PURCHASING



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

To: Nicholas J. Albini, Chief Operating Officer

From: Kevin McCaffery, Director of Purchasing 

Subject: Waiver Request – Amendment #1 to Construction Contract for Paving at Bunker Hill School with Mountain View Landscapes and Lawncare, Inc.

Date: October 30, 2023

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I have reviewed the attached memo provided by Nicholas Albini, Chief Operating Officer, concerning the above amendment.

The following does apply per § 38.073 **AMENDMENTS TO CONTRACTS**

- (B) (1) The amendment is consistent with the scope of the original procurement.
- (2) Soliciting qualifications, proposals or competitive bids for purchase would:
- (a) Cause a hardship for the City of Waterbury
  - (b) The solicitation would result in a major increase in the cost of such equipment, materials, supplies or contractual services.

Therefore, it is my opinion to proceed with the amendment with Mountain View Landscapes and Lawncare Inc for the above-mentioned project.



*Nicholas J. Albini*

*Chief Operating Officer*

*(203) 346-2340*

*nalbini@waterbury.k12.ct.us*

**DATE:** October 30, 2023

**TO:** Kevin McCaffery, Director of Purchasing

**FROM:** Nicholas John Albini, Chief Operating Officer

**RE:** Waiver Request -Amendment of contract with Mountain View Landscaping for Paving at Bunker Hill School

The Education Department requests a bid waiver to increase the size of the area being paved by Mountain View Landscaping at the parking lot at Bunker Hill Elementary School located at 170 Bunker Hill Avenue. The additional paving will connect the new paving from the playscape and elevator installation projects. Both of these paving projects are being handled by the same sub-contractor, Empire Paving. Due to drainage reconfiguration and disturbance of a substantial part of the asphalt, the parking lot needs to be repaved with the necessary and proper sub-base and line striping. Depending on the temperature, the asphalt plants typically close approximately November 15. In order to have a safe parking area and full use of the elevator, I am requesting a bid waiver for the parking lot paving at Bunker Hill School.

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

Thank you,

Cc: Doreen Biolo, CFO  
Mikal Konopka, School Inspector  
Tony Mancini, KBE  
Dave Heavener, KBE  
Jake Schick, KBE





Landscapes and Lawncare, Inc.

74 Old James Street, Chicopee, MA 01020 \* tel. (413) 536-7555 x 110 \* fax (413) 536-5607

October 30, 2023

David Heavener | Project Manager  
P: 860.284.7451 | M: 860.250.3761 | E: dheavener@kbebuilding.com  
76 Batterson Park Road, Farmington, CT 06032

**Re: WATERBURY SCHOOLS 7520 /RFI 00 BUNKER HILL ELEM SCHOOL ADDITIONAL PAVING OF  
PARKING AREA 13,000 SF**

**We submit our cost for extra work.**

PER ATTACHED QUOTE AJZ103023 FROM EMPIRE PAVING.

Sincerely,

ED DWYER

**General Contractor:**

LABOR  
EQUIPMENT  
MATERIALS

Subtotal GC Labor and Materials

Overhead and Profit 15%

\$ -

\$ -

\$ -

**MV Work Total**

**\$ -**

**Subcontractors:**

Sub#1: EMPIRE

\$ 129,000.00

Sub#2:

Sub#3:

Subtotal Subcontractors

\$ 129,000.00

Overhead and Profit

5%

\$ 6,450.00

\$ 135,450.00

**Subcontractor Work Total**

**\$ 135,450.00**

Sub Total

\$ 135,450.00

1.7%

Bonds

\$ 2,342.47

**Estimate Total**

**\$ 137,792.47**





30 Bernhard Road, North Haven, CT 06473  
OFFICE PHONE 203-752-0002 • FAX 203-752-0242  
CT Contractors License # 575665

**QUOTATION/CONTRACT**  
**#AJZ103023**

Date: October 30, 2023

BUYER:  
**Mountain View Landscapes**  
**Attn: Ed Dwyer**  
**67 Old James Street**  
**Chicopee, MA 01020**

EMPIRE PAVING, INC. (hereinafter called "The Company") offers to:  
Furnish the following described work, labor, materials and/or equipment in connection with  
construction or improvements at:

**Bunker Hill Elementary School @ 170 Bunker Hill Ave Waterbury, CT**

Which property is owned by: **City of Waterbury**

**DESCRIPTION OF MATERIALS AND/OR WORK AND PRICES:**

Based on approx. 13,000 SF:

1. Excavate and dispose of existing bituminous concrete and base up to 15.5" depth.
2. Furnish and install 12" of process stone in two equal lifts.
3. Fine grade and compact base material to form proper pitch.
4. Pave with two consecutive courses of bituminous concrete compacted to 3.5":
  - a. 2" Class 1 binder
  - b. 1.5" Class 2 wearing
5. Furnish and install one coat of non-epoxy pavement line markings per plan.

**Lump Sum change order approximate cost breakdown:**

Removal and disposal = \$32,000.00

Base replacement = \$34,000.00

Fine grading = \$5,000.00

Paving = \$50,000.00

Testing services = \$4,000.00

Line striping = \$4,000.00

**Total of all items = \$129,000.00**

**Special Conditions:**

**a/ Due to the instability of petroleum prices this quote is tied to liquid escalation**

**at \$585.00 per English ton as of 10-30-23. Quote valid for work through November 15, 2023.**

**b/ This quote is based on total completion under one mobilization with full site access. Night and weekend operations will be an additional cost.**

**c/ A minimum of 1.5 percent pitch is required to create proper water flow.**

**d/ Not included: Permits/ Bonds/ Taxes/ Engineering/ Layout/ Erosion controls/ Traffic control/ Police/ Milling/ Sweeping/ Concrete work/ Drainage work/ Removal of contaminated materials/ Structure Risers or Resets/ Bituminous curbing/ Hot tack coat/ Joint sealing/ Precast curb stops/ Epoxy markings/ Curb backfill/ Landscape restoration.**

Empire Paving Inc. will not be responsible for weather related imperfections  
in the pavement surface for work completed from October 15<sup>th</sup> through December 31<sup>st</sup>.

Unless a lump Sum price is to be paid for the foregoing and is clearly so stated it is understood and agreed that the quantities referred to above are estimates only and that payment shall be made at the stated unit prices on the actual quantities of materials furnished or of work performed by the company as determined upon completion of the contract.

Payment to be made as follows: **Due within 30 days of completion**

It is understood that if Empire Paving, Inc. extends credit to the undersigned individually, as well as any corporation or partnership which the undersigned represents shall be liable for the above debt plus all costs of collection including reasonable attorney's fees and interest on the delinquent balance at the rate of one percent (1%) per month, (provided this rate does not exceed the amount permitted by law), commencing with the period of default, unless otherwise agreed in writing; and further they do hereby waive any and all rights to any hearing required for prejudgment remedies by Chapter 903A of the Conn. General Statutes. In the event that litigation is instituted for the collection of the above debt.

THIS QUOTATION IS SUBJECT TO, AND INCLUDED, ALL TERMS AND CONDITIONS SET FORTH ON THIS PAGE, THE REVERSE SIDE OF THIS PAGE, AND ANY ATTACHED PAGES.

CONFIRMED:

ACCEPTED: Buyer

By: Austin Zaccchio Title: Paving Sales By: \_\_\_\_\_

Date: October 30, 2023 TITLE \_\_\_\_\_ Date \_\_\_\_\_

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

I. Outstanding Purchase Orders of Contracts with the City

A. Contracts

No Contracts with the City

☐

RFP # 7520 REMOVE + REPLACE 9 SCHOOL  
(Service or Commodity Covered by Contract) play scape

SPRING 2024

(Term of Contract)

RFP # 7493 PLAYGROUND IMPROVEMENTS  
(Service or Commodity Covered by Contract)

5-16-2024.

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

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

**B. Purchase Order(s).**

**No Purchase Order(s) with the City**



(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

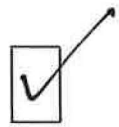
(Date of Purchase Order)

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

**II. Financial Interest Disclosure**

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

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



(Name of Official)

(Position with City)

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

Interest Held By:

Self ☐ Spouse ☐ Joint ☐ Child ☐

---

---

(Name of Official)

(Position with City)

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

Interest Held By:

Self ☐ Spouse ☐ Joint ☐ Child ☐



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

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

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

I have read and agree to the above certification.

**Mountain View Landscapes & Lawncare, Inc.**

\_\_\_\_\_  
(Name of Company, if applicable)

  
\_\_\_\_\_  
Signature of Individual (or Authorized Signatory)

10-27-23  
Date

STEPHEN M CORRIGAN, PRESIDENT  
\_\_\_\_\_  
Print or Type Name and Title (if applicable)

DELIVERED

| By Mail

☐

Hand-Delivered

☐

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

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

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

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

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

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

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

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

**Certification**

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

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

**Mountain View Landscapes and Lawncare, Inc.**  
**67 Old James Street**  
**Chicopee, Massachusetts 01020**

Print Name and Title of Authorized Representative:

**Stephen M. Corrigan, President**

Signature of Authorized Representative:



Date: **1/17/23**



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

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

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

State of Massachusetts

SS.: Chicopee

County of Hampden

Stephen M. Corrigan, being first duly sworn, deposes and says that:

1. I am the **owner, partner, officer, representative, agent or President** Of Mountain View Landscapes and Lawncare (Contractor's Name), the Contractor that has submitted the attached agreement.

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

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

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

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

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

# CITY OF WATERBURY

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

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

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

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

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

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

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

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

Organization Name	Address	Type of Ownership
1 None		
2		
3		
4		

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

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

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

	<b>Name</b>	<b>Title</b>	<b>DOB</b>	<b>Stock %</b>
1	None			
2				
3				
4				

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

	<b>Name</b>	<b>Title</b>	<b>Affiliated Company (if none state NONE)</b>	<b>Address</b>	<b>DOB</b>
1	None				
2					
3					
4					

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

	<b>TRADE NAME</b>	<b>PLACE OF INCORPORATION/REGISTRY</b>	<b>PRINCIPAL PLACE OF BUSINESS</b>
1	None		
2			
3			
4			

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

**For Partnership/Sole Proprietor**

In presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name of Partnership/Business



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

### Address of Business

My Commission Expires: \_\_\_\_\_ (Notary Public)

Witness

Name of Corporate Signatory

67 Old James Street Chicopee, MA 01020  
Address of Business

Affix  
Corporate  
Seal

By: Stephen M. Corrigan  
Name of Authorized Corporate Officer

Its: President  
Title

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

State of Massachusetts )

Chicopee ) SS

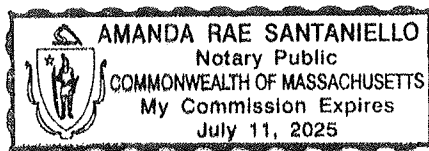
County of Hampden )

Stephen M. Corrigan being duly sworn,  
deposes and says that he/she is President Mountain View Landscapes and  
of Lawn care, Inc and  
that he/she answers to the foregoing questions and all statements therein are true and  
correct.

Subscribed and sworn to before me this 17th day of January 2023.

My Commission Expires: 07/11/25

Amanda Santaniello  
(Notary Public)



## ATTACHMENT C

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

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

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

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

1	<u>1/10/23</u>	4	_____
2	_____	5	_____
3	_____	6	_____

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

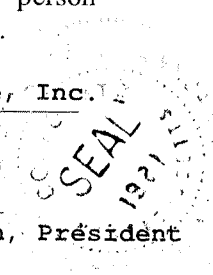
The undersigned hereby certifies under the penalties of perjury that this Proposal is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section, the work "person" shall mean any natural person, joint venture, partnership, corporation, or other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

04-2746530  
Social Security Number  
or Federal Identification Number


Mountain View Landscapes and Lawncare, Inc.

Signature of Individual or Corporate Name

  
Corporate Officer Stephen M. Corrigan, President  
(if applicable)



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

Name Mountain View Landscapes and Lawncare, Inc.  
By:  Stephen M. Corrigan, President  
(Title)  
Business Address: Incorporated in Massachusetts  
(City, State, Zip Code)  
67 Old James Street  
Chicopee, Massachusetts 01020  
Phone: (413) 536-7555  
Email: stevec@mountainviewinc.com  
Date: 1/17/23

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

THE CITY OF WATERBURY  
**MEMORANDUM**

**From:** Delinquent Tax Office

**Date:** 10/27/2023

**To:** Amy Hunihan- Project Administrative Coor.  
Department of Education

**Subject:** Tax Clearance


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

Mountain View Landscape and Lawncare, Inc.  
67 Old James Street  
Chicopee, MA 01020

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

Very truly yours,



FAC/wmf

Frank A. Caruso, CCMC  
Revenue Collections Manager  
City of Waterbury

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

**Contract Recipient or Vendor Name:** Mountain View Landscapes & Lawncare Inc

**Requesting Department:** BOE

**Department Contact:** Amy Hunihan [ahunihan@waterbury.k12.ct.us](mailto:ahunihan@waterbury.k12.ct.us)  
Jerry Gay [jerry.gay@waterbury.k12.ct.us](mailto:jerry.gay@waterbury.k12.ct.us)

**Description of work to be performed:** RFP #7520 Removal and Replacement of 9 school playscapes.

**Estimated Contract Duration and End Date:** 1 year

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**Date Reviewed:** 03/07/23

**Insurance Certificate Term:** 01/01/2023 – 01/01/2024

**Payment / Performance Bond:** GM225604

Great Midwest Insurance Company

**Verification of Existence of Fidelity and Surety in CT**

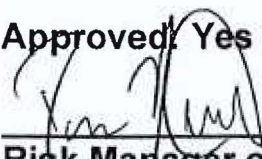
[https://portal.ct.gov/-/media/CID/1\\_Lists/licencom.pdf](https://portal.ct.gov/-/media/CID/1_Lists/licencom.pdf)

**Certificate Meets Insurance Specifications:** Yes

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

**Comments:**

**Approved:** Yes

 3/7/23  
\_\_\_\_\_  
**Risk Manager or Authorized Designee**





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/6/2023

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

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

<b>PRODUCER</b> The Dowd Agencies, LLC 14 Bobala Road Holyoke MA 01040	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> 413-538-7444 <b>E-MAIL ADDRESS:</b> dlafleche@dowd.com <b>FAX (A/C, No):</b> 413-536-6020
<b>INSURED</b> Mountain View Landscapes & Lawncare Inc 67 Old James Street Chicopee MA 01020-2354	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Travelers Indemnity Company of America <b>INSURER B:</b> Travelers Property Casualty Company of America <b>INSURER C:</b> AIM Mutual Insurance Company <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

**COVERAGES****CERTIFICATE NUMBER:** 715538821**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			6600T098491	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			8100T093354	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP0T136230	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WMZ8008005237	1/20/2023	1/20/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Installation Floater Contractor's Equipment			6600T098491	1/1/2023	1/1/2024	Jobsite Location Storage Locations Leased/Rented Equip 1,000,000 250,000 450,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Job: Nine School Playscapes, RFP#7520

The City of Waterbury, its Board of Education and KBE Building Corporation (all affiliated entities and each of their respective members, managers, partners, agents, officers, directors, commissions, officials, stakeholders, shareholders and employee) is listed as Additional Insured on a primary and non-contributory basis. Policies include a Waiver of Subrogation Except the builders risk/installation floater.

\*30 Days Notice of Cancellation except for 20 Days on Automobile and 10 days on Workers Compensation for non-payment.

**CERTIFICATE HOLDER****CANCELLATION**

City of Waterbury  
235 Grand Street  
Waterbury CT 06702

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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# PAYMENT BOND

Bond No.: GM 225604

**CONTRACTOR:**

(Name, legal status and address)

Mountain View Landscapes and Lawncare Inc.  
67 Old James Street  
Chicopee, MA 01020

**SURETY:**

(Name, legal status and principal place of business)

Great Midwest Insurance Company  
800 Gessner Road  
Houston, TX 77024

**OWNER:**

(Name, legal status and address)

City of Waterbury  
235 Grand Street  
Waterbury, CT 06702

**CONSTRUCTION CONTRACT**

Date:

Amount: Three Million Two Hundred Sixty Five Thousand Two Hundred Fifty and 00/100 Dollars (\$3,265,250.00)

Description:

(Name and location)

Removal and Replacement of Nine School Playscapes RFP# 7520

**BOND**

Date:

(Not earlier than Construction Contract Date)

Amount: Three Million Two Hundred Sixty Five Thousand Two Hundred Fifty and 00/100 Dollars (\$3,265,250.00)

Modifications to this Bond: ☒ None ☐ See Section 18

**CONTRACTOR AS PRINCIPAL**

Company:

(Corporate Seal)

Mountain View Landscapes and Lawncare Inc.

**SURETY**

Company:

(Corporate Seal)

Great Midwest Insurance Company

Signature:

Name and Title:

**Stephen M. Corrigan, President**

Signature:

Name and Title:

**Stephen C. Wagner, Attorney-in-Fact**

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

**AGENT or BROKER:**

AA Plus Bonding Services LLC  
1027 Farmington Avenue  
Farmington, CT 06032  
860-470-3344 ph  
860-470-3089 fax

**OWNER'S REPRESENTATIVE:**

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment

furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.



§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### § 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_  
(Corporate Seal)

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address: \_\_\_\_\_

**SURETY**

Company: \_\_\_\_\_  
(Corporate Seal)

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address: \_\_\_\_\_



POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that GREAT MIDWEST INSURANCE COMPANY, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:

John C. Wagner, Stephen C. Wagner, Virginia R. Martin

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of GREAT MIDWEST INSURANCE COMPANY, on the 1<sup>st</sup> day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Ten Million dollars (\$10,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, GREAT MIDWEST INSURANCE COMPANY, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.

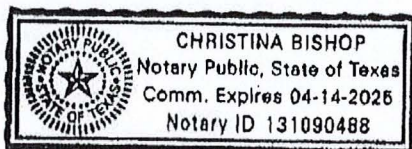


GREAT MIDWEST INSURANCE COMPANY

BY Mark W. Haushill  
Mark W. Haushill  
President

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of GREAT MIDWEST INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY Christina Bishop  
Christina Bishop  
Notary Public

CERTIFICATE

I, the undersigned, Secretary of GREAT MIDWEST INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 28th Day of February, 2023.



BY Leslie K. Shaunty  
Leslie K. Shaunty  
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

# PERFORMANCE BOND

Bond No.: GM 225604

**CONTRACTOR:**

(Name, legal status and address)

Mountain View Landscapes and Lawncare Inc.  
67 Old James Street  
Chicopee, MA 01020

**OWNER:**

(Name, legal status and address)

City of Waterbury  
235 Grand Street  
Waterbury, CT 06702

**SURETY:**

(Name, legal status and principal place of business)

Great Midwest Insurance Company  
800 Gessner Road  
Houston, TX 77024

**CONSTRUCTION CONTRACT**

Date:

Amount: Three Million Two Hundred Sixty Five Thousand Two Hundred Fifty and 00/100 Dollars (\$3,265,250.00)

Description:

(Name and location)

Removal and Replacement of Nine School Playscapes RFP# 7520

**BOND**

Date:

(Not earlier than Construction Contract Date)

Amount: Three Million Two Hundred Sixty Five Thousand Two Hundred Fifty and 00/100 Dollars (\$3,265,250.00)

Modifications to this Bond: ☒ None ☐ See Section 16

**CONTRACTOR AS PRINCIPAL**

Company:

Mountain View Landscapes and Lawncare Inc. (Corporate Seal)

Signature:

Name and Title:

Stephen M. Corrigan, President

**SURETY**

Company:

Great Midwest Insurance Company (Corporate Seal)

Signature:

Name and Title: Stephen C. Wagner, Attorney-in-Fact

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

**AGENT or BROKER:**

AA Plus Bonding Services LLC  
1027 Farmington Avenue  
Farmington, CT 06032  
860-470-3344 ph  
860-470-3089 fax

**OWNER'S REPRESENTATIVE:**

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

1. the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the



- Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
  - .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails

to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

**§ 14 Definitions**

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

**SURETY**

Company: \_\_\_\_\_  
(Corporate Seal)

Company: \_\_\_\_\_  
(Corporate Seal)

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address: \_\_\_\_\_



# PAYMENT BOND

Bond No.: GM 225604

**CONTRACTOR:**

(Name, legal status and address)

Mountain View Landscapes and Lawncare Inc.  
67 Old James Street  
Chicopee, MA 01020

**SURETY:**

(Name, legal status and principal place of business)

Great Midwest Insurance Company  
800 Gessner Road  
Houston, TX 77024

**OWNER:**

(Name, legal status and address)

City of Waterbury  
235 Grand Street  
Waterbury, CT 06702

**CONSTRUCTION CONTRACT**

Date:

Amount: Three Million Two Hundred Sixty Five Thousand Two Hundred Fifty and 00/100 Dollars (\$3,265,250.00)

Description:

(Name and location)

Removal and Replacement of Nine School Playscapes RFP# 7520

**BOND**

Date:

(Not earlier than Construction Contract Date)

Amount: Three Million Two Hundred Sixty Five Thousand Two Hundred Fifty and 00/100 Dollars (\$3,265,250.00)

Modifications to this Bond: ☒ None ☐ See Section 18

**CONTRACTOR AS PRINCIPAL**

Company:

(Corporate Seal)

Mountain View Landscapes and Lawncare Inc.

**SURETY**

Company:

(Corporate Seal)

Great Midwest Insurance Company

Signature:

Name and Title:

**Stephen M. Corrigan, President**

Signature:

Name and Title:

**Stephen C. Wagner, Attorney-in-Fact**

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

**AGENT or BROKER:**

AA Plus Bonding Services LLC  
1027 Farmington Avenue  
Farmington, CT 06032  
860-470-3344 ph  
860-470-3089 fax

**OWNER'S REPRESENTATIVE:**

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment



furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### § 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.



§ 18 Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_  
(Corporate Seal)

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address: \_\_\_\_\_

**SURETY**

Company: \_\_\_\_\_  
(Corporate Seal)

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address: \_\_\_\_\_

POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that GREAT MIDWEST INSURANCE COMPANY, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:

John C. Wagner, Stephen C. Wagner, Virginia R. Martin

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of GREAT MIDWEST INSURANCE COMPANY, on the 1<sup>st</sup> day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Ten Million dollars (\$10,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, GREAT MIDWEST INSURANCE COMPANY, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.

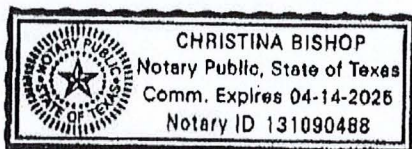


GREAT MIDWEST INSURANCE COMPANY

BY Mark W. Haushill  
Mark W. Haushill  
President

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of GREAT MIDWEST INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY Christina Bishop  
Christina Bishop  
Notary Public

CERTIFICATE

I, the undersigned, Secretary of GREAT MIDWEST INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 28th Day of February, 2023.



BY Leslie K. Shaunty  
Leslie K. Shaunty  
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Company 1	Buyer KME	Status Released revisions
PO 210746		Revision 2
Vendor 24700	Mountain View Land & Lawn Inc	PO Date 03/16/2023
Purchase From		
Ship To B031	Inspector of School Buildings	
Delivery Date 05/05/2023	Currency USD	Position To <input type="text" value="CE"/>

Line	Item Description	Quantity	UOM	Unit Cost
1	9 SCHOOL PLAYSCAPES	3265250.0000	EA	1.0000
2	CONTINGENCY	300000.0000	EA	1.0000

Line Detail	Activity Asset	Tax	Pricing	Cancel	User Analysis	Other	Type	Qty	Dirv Date
Item Detail			RFP#7520 REMOVAL/REPLACEMENT				S		05/05/2023
Vendor Item			RFP#7520 REMOVAL/REPLACEMENT					Rev'd Qty	
Account	20300-2124				977006			Match'd Qty	1126078.3400
Service Code	Q							Extended Amount	3265250.00
Status	Issued							Dist Company	1
					Ship To	B031			

Funds Certified. JRY 10-27-23



OFFICE OF THE CORPORATION COUNSEL  
CITY OF WATERBURY

(Phone: 203-574-6731; Fax: 203-574-8340)

**ACKNOWLEDGEMENT OF REVIEW OF CONTRACT OR GRANT**

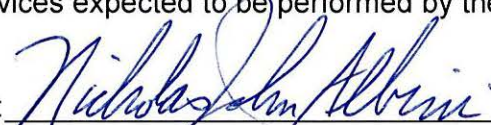
**Re:** Amendment #2 – Mountain View Landscapes & Lawncare, Inc. adding \$200,000.00 to Owner Controlled Contingency on RFP#7520: Removal & Replacement of certain ES Playscapes to allow paving of the entire lower parking lot at Bunker Hill

**Department:** Department of Education

I hereby acknowledge that I, Nicholas Albini, as department head of the above referenced department or my designee, have personally and thoroughly reviewed the above-referenced final contract/grant and that this contract/grant fully and adequately documents all the details and particulars with reference to the term, specifications as was bid, compensation, fees and expenses payable by the City.

I further acknowledge that the Scope of Services is complete and contains all services expected to be performed by the contractor for the City of Waterbury.

**BY:**

  
\_\_\_\_\_  
Nicholas Albini, Chief Operating Officer, or Designee  
Department of Education

**DATE:** 10-27-2023



# **WATERBURY**

**PUBLIC SCHOOLS**

*Nicholas J. Albini*

**5**

Chief Operating Officer

(203) 346-2340

[nalbini@waterbury.k12.ct.us](mailto:nalbini@waterbury.k12.ct.us)

**DATE:** October 26, 2023

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

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

**SUBJECT:** Amendment #3 to the Washington and Bunker Hill Elevator Additions

J. A. Rosa was awarded a contract for Washington and Bunker Hill Elevator Additions in the amount of \$2,435,667. The contract was initiated under the Request for Proposal #7473 and the funding source is the School Construction Grant Program.

Under Amendment #1, the original contract was increased by \$12,735.04 for additional costs related to four proposed change orders (PCO#1 thru PCO#4) to add an elevator controls closet and additional concrete backfill.

Under Amendment #2, an owner-controlled contingency in the amount of \$120,000 was added to facilitate the timely approval of contractor change order requests resulting from unexpected expenses that may arise during the course of the construction. The new total value of the contract, including the contingency, is now \$2,568,402.04.

As per amendment #3, we are requesting a time extension at no additional cost to extend the current contract completion to January 31, 2024. This extension will allow J. A. Rosa to effectively perform contract administration services and ensure a smooth project closeout.

All contractor change order requests will be carefully reviewed and evaluated by the architect / engineer of record, program manager and BOE designated project owner representative.

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

Thank you for your consideration.

c: Dave Heavener, Amy Hunihan, Mike Konopka

**Amendment No. 3 to CONSTRUCTION CONTRACT  
for**

**Washington and Bunker Hill Elevator Additions**

**between**

**City of Waterbury**

**and**

**J.A. ROSA CONSTRUCTION, LLC**

**THIS Amendment No. 3**, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut 06702 (the "City") and J.A. ROSA CONSTRUCTION, LLC located at 17 TOWN LINE RD, WOLCOTT, CT 06716, a State of Connecticut duly registered domestic limited liability company (the "Contractor").

**WHEREAS**, on March 30, 2023, the parties hereto fully executed the Construction Contract for **Washington and Bunker Hill Elevator Additions** for Request for Proposal Number 7473 (the "**Original Contract**"); and,

**WHEREAS**, on May 18, 2023 (erroneously hand written as 3/18/23), the parties hereto fully executed Amendment No. 1 to the Construction Contract for **Washington and Bunker Hill Elevator Additions** for Request for Proposal Number 7473 ("**Amendment No. 1**"); and

**WHEREAS**, on June 21, 2023, the parties hereto fully executed Amendment No. 2 to the Construction Contract for **Washington and Bunker Hill Elevator Additions** for Request for Proposal Number 7473 ("**Amendment No. 2**"); and

**WHEREAS**, the parties hereto acknowledge and recognize that additional time is needed to complete the Project and desire to extend the Contract Time.

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

1. The foregoing recitals are incorporated herein by reference as if fully stated herein.
2. **Contract Time.** The first sentence of Section 5. Contract Time of the **Original Contract** shall be deleted in its entirety and replaced with the following text:  
  
"5. The Contractor shall Substantially Complete all work and services required under this

Contract by **November 24, 2023** and shall reach Final Completion of all work and services required under this Contract by **January 31, 2024** ("Contract Time")."

3. Except as expressly modified herein, all the terms, conditions and provisions of the **Original Contract, as amended by Amendment No. 1 and Amendment No. 2**, shall remain in full force and effect and binding upon the parties hereto.

**[Signature page follows]**



**IN WITNESS WHEREOF**, the parties hereto execute this Amendment No. 3 on the dates signed below.

**WITNESSES:**

**CITY OF WATERBURY**

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

By: \_\_\_\_\_  
\_\_\_\_\_, Mayor


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


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

**WITNESSES:**

**J.A. ROSA CONSTRUCTION, LLC**

Sign:   
Print name: Pete Cappelletto

By:   
Print name: John A. Rosa  
Its Managing Member

Sign:   
Print name: Jillian Burton

Date: 11/01/2023

## LIMITED LIABILITY COMPANY RESOLUTION

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

The following resolution was adopted at a meeting of the LLC duly held on the 14th day of January, 2000.

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

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

IN WITNESS WHEREOF, I hereunto set my hand and affix the company seal of said J.A. Rosa Construction, LLC this 1st day of November, 2023.

  
\_\_\_\_\_  
Manager/Member

---

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

---

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

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

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

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

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

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

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

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**Certification**

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

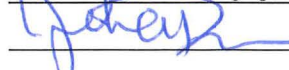
Full Legal Name and address of Recipient, Vendor, or Contractor:

J. A. Rosa Construction, LLC  
17 Town Line Rd  
Wolcott, CT 06716

Print Name and Title of Authorized Representative:

John A. Rosa, Managing Member

Signature of Authorized Representative:



Date: 11/01/2023

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

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

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

State of Connecticut

SS.: Wolcott

County of New Haven

John A. Rosa, being first duly  
sworn, deposes and says that:

1. I am the **owner, partner, officer, representative, agent or**  
Managing Member of J.A. Rosa Construction, LLC (Contractor's Name), the  
Contractor that has submitted the attached agreement.

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

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

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

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

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



## CITY OF WATERBURY

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

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

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

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

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

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

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

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

Organization Name	Address	Type of Ownership
1 None		
2		
3		
4		

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

## CITY OF WATERBURY

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

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

Name	Title	DOB	Stock %
1 None			
2			
3			
4			

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

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

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

TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1 None		
2		
3		
4		

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

**For Partnership/Sole Proprietor**

In presence of:

Witness

N/A

Name of Partnership/Business

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

By: N/A  
Name of General Partner/ Sole Proprietor

Address of Business

State of \_\_\_\_\_ )

) SS

County of \_\_\_\_\_ )

\_\_\_\_\_ being duly sworn,

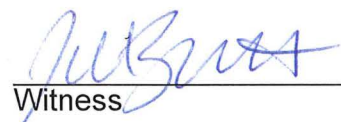
Deposes and says that he/she is \_\_\_\_\_ of \_\_\_\_\_ and that he/she answers to the foregoing questions and all statements therein are true and correct.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_.

\_\_\_\_\_  
(Notary Public)

My Commission Expires: \_\_\_\_\_

**For Corporation**

  
Witness

John A. Rosa  
Name of Corporate Signatory  
17 Town Line Rd, Wolcott, CT 06716  
Address of Business

Affix  
Corporate  
Seal

By:   
Name of Authorized Corporate Officer

Its: Managing Member  
Title

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

State of Connecticut )


) SS

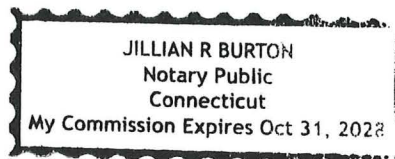
County of New Haven )

John A. Rosa being duly sworn,

deposes and says that he/she is Managing Member of J.A. Rosa Construction, LLC and  
that he/she answers to the foregoing questions and all statements therein are true and  
correct.

Subscribed and sworn to before me this 1st day of November 2023.

My Commission Expires: 10/31/2028  (Notary Public)





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

**I. Outstanding Purchase Orders of Contracts with the City**

**A. Contracts**

No Contracts with the City

☐

RFP#7140 Elevator Modernization (DPW & Jefferson Sq)

(Service or Commodity Covered by Contract)

420 Days

(Term of Contract)

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Water Pollution Control Facility Service Building Replacement

(Service or Commodity Covered by Contract)

365 Days

(Term of Contract)

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Waterbury Public Schools Auditorium Upgrades

(Service or Commodity Covered by Contract)

150 Days

(Term of Contract)

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

**I. Outstanding Purchase Orders of Contracts with the City**

**A. Contracts**

**No Contracts with the City**

☐

Community Service/Community Development Office Construction Project  
(Service or Commodity Covered by Contract)

100 Days

(Term of Contract)

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Silas Bronson Library Elevator Replacement

(Service or Commodity Covered by Contract)

335 Days

(Term of Contract)

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(Service or Commodity Covered by Contract)

(Term of Contract)

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

**B. Purchase Order(s).**

**No Purchase Order(s) with the City**

☒

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

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

**II. Financial Interest Disclosure**

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

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



(Name of Official)

(Position with City)

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

Interest Held By:

Self ☐ Spouse ☐ Joint ☐ Child ☐

-----  
  
(Name of Official)

(Position with City)

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

Interest Held By:

Self ☐ Spouse ☐ Joint ☐ Child ☐

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

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

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

I have read and agree to the above certification.

**J. A. Rosa Construction, LLC**

(Name of Company, if applicable)



Signature of Individual (or Authorized Signatory)

**John A. Rosa**

Print or Type Name and Title (if applicable)

**11/01/2023**

Date

DELIVERED

| By Mail

☐

Hand-Delivered

☒



THE CITY OF WATERBURY  
**MEMORANDUM**

**From:** Delinquent Tax Office

**Date:** 11/1/2023

**To:** Jerry Gay- Contract Manager  
Department of Education

**Subject:** Tax Clearance

---

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

JA Rosa Construction, LLC  
John A. Rosa  
17 Town Line Rd.  
Wolcott, CT 06716

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

Very truly yours,



FAC/wmf

Frank A. Caruso, CCMC  
Revenue Collections Manager  
City of Waterbury

**EXECUTIVE SUMMARY****DATE:** October 31, 2023**TO:** Honorable Board of Education Commissioners  
Honorable Board of Aldermen Members**FROM:** Nicholas John Albini, Chief Operating Officer**RE:** Executive Summary for the Construction Contract (RFP #7752) for Certain Mechanical Upgrades to Waterbury Arts Magnet School and The Palace Theater between The City of Waterbury and Ferguson Mechanical Company, Inc.

---

The Education Department respectfully requests your review and approval of a contract for mechanical (HVAC) upgrades to the Waterbury Arts Magnet School and Palace Theater in an amount not to exceed \$8,977,480. The project is funded through the American Rescue Plan Elementary and Secondary School Emergency Relief Fund (ARP ESSER) and aligns with the grant priority for Building Safe and Healthy Schools. The contract was initiated under the Request for Proposal process (RFP #7752) in which four responses were received. Of the three, Ferguson Mechanical Company, has been deemed the most qualified bidder.

The project consists of providing mechanical upgrades to and the separation of the HVAC, Fire Protection systems and the existing utilities currently being shared by Waterbury Arts Magnet School and the adjacent Palace Theater. Base project work consists of demolition, structural steel erection, roofing repair, finishes, plumbing, HVAC, electrical and fire alarm systems. Alternate work selected includes a temporary generator to keep the emergency life safety systems on-line while the current system is being replaced, and Building Management System (BMS) changeover to the current BMS vendor for the Education Department. An owner controlled contingency in the amount of \$200,000 has been included in the contract total to facilitate the timely approval of contractor change order requests resulting from unexpected expenses that may arise during the course of construction. All contractor change order requests are carefully reviewed and evaluated by the architect/engineer of record, program manager and Board of Education designated project owner representative.

Ferguson's ability to provide a response that improved the project schedule, regardless of potential switchgear delivery delays was a major factor in the Selection Committee's unanimous recommendation to award the project to Ferguson. Other factors that were discussed in each

responder's scope review interviews, which swayed the opinion of the Selection Committee towards Ferguson, were as follows:

- Ferguson's preparation for the scope review interview to discuss construction sequencing and logistics.
- Ferguson's written commitment to dedicate more labor hours to the project, including full time project management.
- Ferguson's in-house pre-fabrication shop to manufacture project components off-site and minimize the impact on The Palace Theater's and Waterbury Arts Magnet School's operations.
- Ferguson provides mechanical, electrical, rigging, and insulating services in-house. Given the current nature of the construction economy, using a contractor that will self-perform a large portion of the project's work and, therefore, subcontract a lesser percentage of the required work will reduce significantly the risk of project delays and potential change orders resulting in increased construction costs.

Ferguson has resolved to substantially complete all work and services on or before August 24, 2024 and reach final completion on or before September 24, 2024. The project will be managed by KBE in collaboration with School Inspector's Office. The vendor's Disclosure and Tax Clearance are attached.

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

Attachments (3)

c: Dave Heavener, Jake Schick, Mike Konopka, Amy Hunihan

JPY 10.31.23

**Construction Contract  
for certain  
Mechanical Upgrades  
to  
The Waterbury Arts Magnet School  
and  
The Palace Theater  
between  
City of Waterbury  
and  
Ferguson Mechanical Company, 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 06702 (the "City") and **FERGUSON MECHANICAL COMPANY, INC.**, located at 112 Northwest Drive, Plainville, Connecticut 06062, a duly registered Connecticut corporation (the "Contractor").

**WHEREAS** the Contractor submitted a bid to the City in response to **Request for Proposal ("RFP") No. 7752** for certain mechanical upgrades at The Waterbury Arts Magnet School and The Palace Theater; and

**WHEREAS** the City accepted the Contractor's bid for **RFP No. 7752**; and

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

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

**1. Scope of Services.** The Contractor shall furnish all the labor, services, equipment, materials, supplies, transportation, and incidentals necessary to complete the Project as specified in this agreement (also referred to herein as "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 performing certain mechanical system upgrades (HVAC and fire protection), which serve The Waterbury Arts Magnet School and The Palace Theater located at 16 South Elm Street and 100 East Main Street, respectively, 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

**JPY 10.31.23**

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:

- 1.1.1 City's **RFP No. 7752**, incorporated by reference;
- 1.1.2 Addendum 1 to **RFP No. 7752** (attached hereto);
- 1.1.3 Contractor's Price Proposal, emailed to City Purchasing on September 15, 2023, which was part of a typed response on a City letter to it, dated September 12, 2023, and consists of 13 pages including a Project schedule (attached hereto);
- 1.1.4 Contractor's Response with associated attachments to **RFP No. 7752**, dated August of 2023, consisting of 53 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. 7752**, 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 prepared by H.F. Lenz consisting of 93 pages, dated March 3, 2023, of plans and Volumes I and II of project specifications, dated March 3, 2023, consisting of 813 pages (see **Attachment A**, which contains the link to the Site Map);
- 1.1.8 State of Connecticut Prevailing Wage Schedule dated June 12, 2023, and related information, consisting of 8 pages (attached hereto and as otherwise incorporated by reference);
- 1.1.9 Contractor's Certificate of Insurance (attached hereto, or otherwise incorporated by reference);
- 1.1.10 Contractor's Performance Bond (attached hereto, or otherwise incorporated by reference);
- 1.1.11 Contractor's Payment Bond (attached hereto, or otherwise incorporated by reference);
- 1.1.12 All amendment(s) and Change Orders issued by the City after execution of Contract (incorporated by reference);
- 1.1.13 All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference); and
- 1.1.14 All applicable permits and licenses (incorporated by reference).



**JPY 10.31.23**

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

- 1.2.1** All applicable Federal, State, and local laws, regulations, charter and ordinances;
- 1.2.2** Amendment(s) and Change Orders;
- 1.2.3** This Contract;
- 1.2.4** Addendums to **RFP No. 7752**;
- 1.2.5** **RFP No. 7752** including "City of Waterbury, Board of Education, **RFP No. 7752, 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.

**13.** For clarity's sake, at its sole cost and expense, Contractor agrees and understands that its work includes the purchase and installation of new breakers in the existing switchgear for the fourth floor distribution equipment (see ID 24/25 on the Project Schedule), as well as installation of the new switchboard once it is delivered to the Project address; Contractor understands that it shall return to the Project address to install the new switchboard, even if such delivery occurs after it completes its other work – there shall not be any additional costs (e.g., remobilization or wage escalation) as a result of Contractor returning to the Project and completing the installation.

**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,

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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 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;

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**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. 7752** (collectively, the "Bid Documents");

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

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

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

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

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

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

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responsibility for equipment, materials, incidentals, etc. until both title and risk of loss pass to the City pursuant to Section 8 of this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

**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



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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 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.

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**5. Contract Time.** The Contractor shall Substantially Complete all work and services required under this Contract **on or before August 24, 2024**, and shall reach Final Completion **on or before September 24, 2024** ("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 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 **Five Hundred and 00/100 Dollars (\$500)** per consecutive calendar day for each calendar day for which the Contractor is in default in completing the work beyond the Final Completion Date, Substantial Completion Date, Milestones and Phase Completion Dates, as set forth in Section 5, or the actual damages incurred by the City caused by the delay. The preceding sum is hereby agreed upon not as a penalty, but as delay damages for the delay that the City shall suffer due to such default.

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

**5.3 No Damage for Delay.** In no event shall the Contractor be entitled to any compensation or recovery of any damages in connection with any Delay, including, without limitation, consequential damages, lost opportunity damages, attorney's fees or other, similar

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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 **EIGHT MILLION NINE HUNDRED SEVENTY-SEVEN FOUR HUNDRED EIGHTY DOLLARS (\$8,977,480)** (hereafter referred to as "Total Compensation") with the basis for payment being Contractor's Bid set forth in **Attachment A** and its Price Proposal (revised), which is summarized below and inclusive of the required payment and performance bonds:

- i. \$8,397,000 (base payment);
- ii. \$16,480 (Alternate 3 – Temporary Generator);
- iii. \$179,000 (Alternate 5 – WAMS BMS);
- iv. \$185,000 (Alternate 6 – Palace Theater BMS); and
- v. \$200,000 Owner Controlled Contingency (subject to 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 above 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.

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

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

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

**6.4. Bid Costs.** All costs of the Contractor in preparing its bid for **RFP No. 7752** 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.

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

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

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

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

**6.10.1** Submit Applications for Payment in accordance with the following:

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

**6.10.2** Progress and Final Payments

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

**7. Warranty of the Contractor.** The Contractor warrants to the City that all materials, supplies, components, equipment, etc. furnished under this Contract shall be new and of good quality, except as otherwise expressly stated and permitted by the City elsewhere in this



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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 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, The Palace Theater Group, Inc., 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

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

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

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statute or regulations, or the City Charter or City Ordinance, the Contractor shall indemnify, defend and hold harmless the City from any fine, penalty or other amounts imposed on the City under said statutes, regulations, Charter or Ordinances, if caused by Contractor, or its subcontractor, omission or commission.

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

**11. Contractor's Insurance.**

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

**11.2.** At no additional cost to the City, the Contractor shall purchase and maintain the insurance coverages set forth below which shall protect the City, The Palace Theater Group, Inc. 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

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

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

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

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

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

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

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

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

**11.4.5 Builder's Risk Insurance:** 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, The Palace Theater Group, Inc., 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, **\$2,000,000.00** aggregate coverage. The foregoing per claim coverage plus appropriate aggregate coverage depending on the size of the job for contractor caused pollution events such as asbestos or lead abatement, but not limited to only these pollution causes of loss.

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

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

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



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

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

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

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

**12.2.2** The Contractor is aware of, and shall comply with, 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

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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

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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 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

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against because such person has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or related to the labor standards applicable hereunder to its employer.

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

**13.3. Contractor Corrective Action.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(4) The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and



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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.

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**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

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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

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constituting such failure and the time period within which Good Faith Efforts documentation must be delivered to the City for its evaluation.

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

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

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

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

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

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

**15. Place Holder.**

**16. Termination.**

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

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

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

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

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

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

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

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



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

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

**16.4. Rights Upon Termination.**

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

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

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

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

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

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

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

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.

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

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

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

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

**22. Interest of Contractor.** The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the Project or any parcel of land therein or any other interest which would conflict in any manner or degree with the performance of its 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

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

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

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

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

**27.2. Procedures.**

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

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

ii. To the extent that additional 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.

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

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

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

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

**28. Conflicts or Disputes.** This Contract represents the concurrence between the City and the Contractor and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents, without regard to the order of precedence, to resolve such conflicts or disputes, as follows: (i) the City's **RFP No. 7752** and (ii) the Contractor's Bid response to **RFP No. 7752**, dated August of 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



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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: Ferguson Mechanical Company, Inc.  
112 Northwest Drive  
Plainville, CT 06062

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

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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

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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 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.

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

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

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

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

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

- 35.1** Additional Work: Work required by the City that involves a substantial addition to, deduction from or modification of the Contract Documents.
- 35.2** Bid or Proposal: The form on which the bidder is to submit a bid for the Work contemplated.
- 35.3** Bidder: A person, partnership, corporation or other business organization submitting a bid on the form for the Work contemplated.
- 35.4** City: The City of Waterbury, acting directly or through specifically authorized personnel.
- 35.5** Construction Supervisor: An employee of the City of Waterbury, or other City duly authorized person – initially KBE Building Corporation.

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



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**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.

**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:**

**FERGUSON MECHANICAL  
COMPANY, INC.**

\_\_\_\_\_

By: \_\_\_\_\_  
Ryan L. Ferguson, President

\_\_\_\_\_

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

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**ATTACHMENT A**

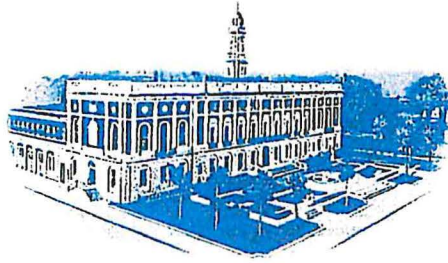
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**ATTACHMENT B**

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**ATTACHMENT C**

KEVIN McCaffery  
DIRECTOR OF PURCHASING



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

September 12, 2023

Ryan L. Ferguson  
Ferguson Mechanical Company, Inc.  
112 Northwest Drive  
Plainville, CT 06062

Dear Mr. Ferguson,

Thank you for your firm's recent presentation in response to Request for Proposal (RFP) #7752 HVAC Upgrade WAMS and Palace Theater for the City of Waterbury.

As part of the evaluation process, the RFP Selection Committee has determined to offer Ferguson Mechanical the ability to enter into negotiations and respectfully requests that a revised Cost Proposal be submitted reflecting a reduction in price. In addition to your best and final offer, please provide the following:

- Work Schedule
- Schedule of Values
- Labor-hour breakdown with the following divisions of work:
  1. Controls 1,386 hrs.
  2. Electrical 4,500 hrs.
  3. Fire Alarm 376 hrs.
  4. Plumbing 400 hrs.
  5. Mechanical 9,500 hrs.
  6. Structural Submittals 3 - 4 wks., Fabrication 3-4 wks., Galvanizing 3-5 wks., Field 3-4 wks.

Please submit a revised Cost Proposal via e-mail to [kmccaffery@waterburycct.org](mailto:kmccaffery@waterburycct.org) *no later than 2:00pm on September 15, 2023.*

Sincerely,

Kevin McCaffery  
Director of Purchasing

\*Ferguson has determined that electrical power for chillers can be energized and commissioned in the summer of 2024; thereby, avoiding any detriment associated with the lead time on the new switchgear.



**ATTACHMENT E  
PRICING PROPOSAL  
Revised**

**WAMS-Palace Theater HVAC System Split**

**RFP#7752**

BASE BID	
1. Selective Demolition	\$ 250,000
2. Structural Steel	\$ 242,000
3. Roofing repair	\$ 150,000
4. Finishes	\$ 164,000
5. Plumbing	\$ 110,000
6. HVAC	\$6,055,100
7. Electrical	\$ 1,260,000
8. Fire Alarm	\$ 165,900
<b>BASE BID GRAND TOTAL</b>	<b>\$8,397,000</b>
SCHEDULE OF ALTERNATES (Refer to specification section 012300 for further information on schedule of alternatives)	
1. Temporary Hot Water Heating	\$212,000 / initial month - \$52,000 every month after
2. Temporary Cooling	\$237,000 / initial month - \$67,000 evry month after
3. Temporary Generator	\$ 16,480 per month
4. Palace Boiler Installation	\$330,000
5. WAMS BMS	\$179,000
6. Palace Theater BMS	\$ 185,000

Estimated Lead Time for Major Equipment: (how many weeks)

VFDs 40 weeks

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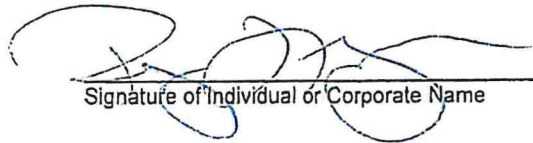
In the event of mathematically incorrect calculations of individual items or totals, the mathematically correct amount as determined by the City shall govern in determining the TOTAL PROPOSAL PRICE.

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

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

06-1491108  
Social Security Number or Federal Identification  
Number

Ferguson Mechanical Company, Inc.  
Company Name

  
\_\_\_\_\_  
Signature of Individual or Corporate Name

Ryan L. Ferguson, President  
Corporate Officer (if applicable)

Ferguson Companies			Preliminary Schedule Outline			RFP #7752 HVAC Upgrade WAMS and Palace Theater																
ID	Task Name	Start	Duration	Finish	2024																	
					S	O	N	D	J	F	M	A	M	J	J	A						
1	General Condition/Mobilization	10/3/23	219 days	8/2/24																		
2	Sample Notice To Proceed	10/2/23	0 days	10/2/23																		
3	Contractor Long Lead Submittals	10/3/23	40 days	11/27/23																		
8	Owner Equipment Deliveries [Est]	10/3/23	180 days	6/10/24																		
4	A/E Review & Approval	11/28/23	20 days	12/25/23																		
5	Traffic Material/Steel//Concrete Delivery	12/26/23	20 days	1/22/24																		
6	Electrical Equipment Fab & Deliver	12/26/23	120 days	6/10/24																		
7	Mechanical Equipment Fab & Deliver	12/26/23	120 days	6/10/24																		
9	On Site Mobilization	12/26/23	5 days	12/29/23																		
10	Commissioning & Close Out	7/24/24	5 days	7/30/24																		
11	Theatre	1/2/24	154 days	8/2/24																		
12	Lower Level Area C/E Bid	1/2/24	34 days	2/16/24																		
13	Civil General Trades	1/2/24	6 days	1/9/24																		
14	Survey - Selective Demolition as Necessary	1/2/24	6 days	1/9/24																		
15	HVAC	1/10/24	28 days	2/16/24																		
16	HVAC Selective Demolition	1/10/24	3 days	1/12/24																		
17	Survey, Hanger & Support Install for HVAC Pipe & Equipment	1/15/24	7 days	1/23/24																		
18	HVAC Piping	1/24/24	10 days	2/6/24																		
21	Re Route Gas & Vensting	1/24/24	10 days	2/6/24																		
22	ATC Rough	2/6/24	3 days	2/8/24																		
19	HVAC Testing	2/7/24	3 days	2/9/24																		
23	ATC Termination & Deicing	2/9/24	3 days	2/13/24																		
20	HVAC Insulation	2/12/24	5 days	2/16/24																		

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Ferguson Companies					Preliminary Schedule Outline												
					RFP #7752 HVAC Upgrade WAMS and Palace Theater												
ID	Task Name	Start	Duration	Finish	S	O	N	D	2024	J	F	M	A	M	J	J	A
24	<b>Electrical</b>	1/10/24	19 days	2/5/24													
25	Install New Breakers in Existing Switchgear For Fourth Floor Distribution Equipment	1/10/24	4 days	1/15/24													
26	Overhead Feeder Conduit & Wire to Fourth Floor	1/16/24	10 days	1/29/24													
27	Modify Existing Fire Alarm System	1/30/24	5 days	2/5/24													
28	<b>Main Level C</b>	1/10/24	56 days	3/27/24													
29	<b>Civil General Trades</b>	1/10/24	6 days	1/17/24													
30	Survey - Selective Demolition as Necessary	1/10/24	6 days	1/17/24													
39	<b>Electrical</b>	1/30/24	8 days	2/8/24													
40	Overhead Feeder & Conduit to Second Floor	1/30/24	4 days	2/2/24													
41	Modify Existing Fire Alarm System	2/5/24	4 days	2/8/24													
31	<b>HVAC</b>	2/12/24	33 days	3/27/24													
32	HVAC Demolition	2/12/24	3 days	2/14/24													
33	Survey, Hanger& Support Install for HVAC Pipe & Equipment	2/15/24	7 days	2/23/24													
34	HVAC Piping	2/26/24	10 days	3/8/24													
35	HVAC Testing	3/11/24	2 days	3/12/24													
36	HVAC Insulation	3/13/24	5 days	3/19/24													
37	ATC Rough	3/20/24	3 days	3/22/24													
38	ATC Terminations & Devices	3/25/24	3 days	3/27/24													
42	<b>Second Level Area C/E</b>	1/18/24	73 days	4/29/24													
43	<b>Civil General Trades</b>	1/18/24	5 days	1/24/24													
44	Survey - Selective Demolition as Necessary	1/18/24	5 days	1/24/24													
53	<b>Electrical</b>	2/5/24	12 days	2/20/24													

Ferguson Companies		Preliminary Schedule Outline			RFP #7752 HVAC Upgrade WAMS and Palace Theater																
ID	Task Name	Start	Duration	Finish	2024																
					S	O	N	D	J	F	M	A	M	J	J	A					
54	Overhead Feeder Conduit & Wire to Third Floor	2/5/24	10 days	2/16/24																	
55	Modify Existing Fire Alarm System	2/19/24	2 days	2/20/24																	
45	HVAC	3/13/24	34 days	4/29/24																	
46	HVAC Selective Demolition	3/13/24	4 days	3/18/24																	
47	Survey, Hanger&Support Install for HVAC Pipe & Equipment	3/19/24	7 days	3/27/24																	
48	HVAC Piping	3/28/24	10 days	4/10/24																	
49	HVAC Testing	4/11/24	3 days	4/15/24																	
50	HVAC Insulation	4/16/24	4 days	4/19/24																	
51	ATC Rough	4/22/24	3 days	4/24/24																	
52	ATC Terminations & Devices	4/25/24	3 days	4/29/24																	
56	Third Level	1/25/24	96 days	6/6/24																	
57	Civil General Trades	1/25/24	93 days	6/3/24																	
58	Survey - Selective Demolition as Necessary	1/25/24	5 days	1/31/24																	
59	Instal Gypsum Board Walls & Associated Ceiling Moc	5/21/24	10 days	6/3/24																	
67	Electrical	2/1/24	16 days	2/22/24																	
68	Overhead Feeder Conduit & Wire to Fourth Floor	2/1/24	4 days	2/6/24																	
69	Modify Existing Fire Alarm System	2/21/24	2 days	2/22/24																	
60	HVAC	4/16/24	38 days	6/6/24																	
61	HVAC Selective Demolition	4/16/24	3 days	4/18/24																	
62	Survey, Hanger&Support Install for HVAC Pipe & Equipment	4/19/24	7 days	4/29/24																	
63	HVAC Main Piping	4/30/24	10 days	5/13/24																	
64	HVAC Insulation	5/14/24	5 days	5/20/24																	

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Ferguson Companies		Preliminary Schedule Outline			RFP #7752 HVAC Upgrade WAMS and Palace Theater																
ID	Task Name	Start	Duration	Finish	2024																
					S	O	N	D	J	F	M	A	M	J	J	A					
65	ATC Rough	5/21/24	3 days	5/23/24																	
66	ATC Terminations & Devices	6/4/24	3 days	6/6/24																	
70	Fourth Level C/E BLD	2/1/24	117 days	7/12/24																	
71	Civil General Trades	2/1/24	102 days	6/21/24																	
72	Survey, Selective Demolition as Necessary	2/1/24	5 days	2/7/24																	
73	Install Overhead Supplementary Steel for Chillers	2/8/24	10 days	2/21/24																	
74	Form & Pour Houskeeping Pads	2/22/24	7 days	3/1/24																	
75	Patch Penetrations & Removals for Finishes	6/19/24	3 days	6/21/24																	
92	Electrical	2/7/24	33 days	3/22/24																	
93	Install Power Distribution Equipment to Serve Chillers 4 & 5, Miscellaneous Pumps and HVAC EQ	2/7/24	6 days	2/14/24																	
94	Overhead Feeder Conduit to Distribution Panels	2/15/24	15 days	3/6/24																	
95	Overhead Branch Conduit to VFDs, Pumps & Recepta	3/7/24	7 days	3/15/24																	
96	Wire Terminations at VFDs, Pumps & Receptacles	3/18/24	3 days	3/20/24																	
97	Modify Existing Fire Alarm System	3/21/24	2 days	3/22/24																	
76	HVAC	5/14/24	44 days	7/12/24																	
77	HVAC Selective Demolition	5/14/24	3 days	5/16/24																	
78	Survey, Hanger&Support Install for HVAC Pipe & Equipment	5/17/24	6 days	5/24/24																	
79	HVAC Piping	5/28/24	7 days	6/5/24																	
80	Set/Install Humidifier 10, 11, 12	6/6/24	2 days	6/7/24																	
81	Set/Install Pumps & Tanks	6/10/24	3 days	6/12/24																	
86	Modify Gas Venting to Outdoors	6/10/24	7 days	6/18/24																	
82	HVAC Pipe Humidifiers & Pumps	6/13/24	3 days	6/17/24																	

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Ferguson Companies					Preliminary Schedule Outline					RFP #7752 HVAC Upgrade WAMS and Palace Theater												
ID	Task Name	Start	Duration	Finish	S	O	N	D	2024	J	F	M	A	M	J	J	A					
83	Cut/Install New Floor Drain	6/18/24	2 days	6/19/24																		
85	HVAC Piping Terminations	6/18/24	3 days	6/20/24																		
84	Tie In Gas Line to Floor Above	6/20/24	3 days	6/24/24																		
87	Cut & Install New Make Up Water to Floor Above	6/25/24	2 days	6/26/24																		
88	HVAC Testing	6/27/24	2 days	6/28/24																		
89	HVAC Insulation	7/1/24	4 days	7/4/24																		
90	ATC Rough	7/5/24	3 days	7/9/24																		
91	ATC Terminations & Devices	7/10/24	3 days	7/12/24																		
98	<b>Fifth Level D/E BLD</b>	2/8/24	127 days	8/2/24																		
99	<b>Civil General Trades</b>	2/8/24	122 days	7/26/24																		
100	Survey, Selective Demolition as Necessary	2/8/24	3 days	2/12/24																		
101	Form & Pour Houskeeping Pads	3/4/24	10 days	3/15/24																		
102	Patch Exterior Wall Penetrations	7/19/24	3 days	7/23/24																		
115	<b>Electrical</b>	3/21/24	21 days	4/18/24																		
116	Overhead Branch Conduit & Wire to Chillers #4 & #5	3/21/24	8 days	4/1/24																		
117	Overhead Branch Conduit & Wire tonn Mechaical Equipment, Lighting & Receptacles	4/2/24	6 days	4/9/24																		
118	Install Lights & Receptacles	4/10/24	4 days	4/15/24																		
119	Modify Existing Fire Alarm Sysyem	4/16/24	3 days	4/18/24																		
103	<b>HVAC</b>	6/21/24	31 days	8/2/24																		
104	HVAC Selective Demolition	6/21/24	2 days	6/24/24																		
105	Survey, Hanger&Support Install for HVAC Pipe & Equipment	6/26/24	5 days	7/2/24																		
106	Instal Boilers #4 & #5	7/3/24	7 days	7/11/24																		

Ferguson Companies			Preliminary Schedule Outline			RFP #7752 HVAC Upgrade WAMS and Palace Theater												
ID	Task Name	Start	Duration	Finish	S	O	N	D	2024 J	F	M	A	M	J	J	A		
107	Instal Boiler Flue & Combustion Air Duct	7/12/24	5 days	7/18/24														
108	HVAC Main Piping	7/12/24	5 days	7/18/24														
109	HVAC Piping Terminations	7/19/24	5 days	7/25/24														
110	ReRoute Gas & WH Venting	7/19/24	3 days	7/23/24														
113	ATC Rough	7/19/24	3 days	7/23/24														
114	ATC Terminations & Devices	7/24/24	3 days	7/26/24														
111	HVAC Testing	7/26/24	1 day	7/26/24														
112	HVAC Insulation	7/22/24	5 days	7/26/24														
120	<b>Roof Top</b>	<b>2/22/24</b>	<b>106 days</b>	<b>7/18/24</b>														
121	<b>Civil</b>	<b>2/22/24</b>	<b>8 days</b>	<b>3/4/24</b>														
122	Selective Demolition for Installation of Chiller Curb	2/22/24	3 days	2/26/24														
123	Set Curbs for Chillers #4 & #5	2/27/24	3 days	2/29/24														
124	Patch at Roof Curbs	3/1/24	2 days	3/4/24														
125	<b>Mechanical</b>	<b>6/11/24</b>	<b>28 days</b>	<b>7/18/24</b>														
126	Set Chillers #5 & #5	6/11/24	3 days	6/13/24														
127	Pipe Chillers	6/14/24	20 days	7/11/24														
129	Cortrols Terminations at Chillers	6/14/24	3 days	6/18/24														
128	Insulate Roof Top Piping	7/12/24	5 days	7/18/24														
130	<b>Electrical</b>	<b>6/14/24</b>	<b>4 days</b>	<b>6/19/24</b>														
131	Power Connections to Chillers #4 & #5	6/14/24	4 days	6/19/24														
132	<b>WAMS</b>	<b>1/2/24</b>	<b>132 days?</b>	<b>7/3/24</b>														
133	<b>Main Level</b>	<b>1/2/24</b>	<b>120 days?</b>	<b>6/17/24</b>														
134	<b>Civil</b>	<b>1/2/24</b>	<b>14 days</b>	<b>1/19/24</b>														
135	Selective Demolition	1/2/24	5 days	1/8/24														

Ferguson Companies					Preliminary Schedule Outline					RFP #7752 HVAC Upgrade WAMS and Palace Theater											
ID	Task Name	Start	Duration	Finish	S	O	N	D	2024	J	F	M	A	M	J	J	A				
136	Survey, Set Hangers & Supports	1/9/24	5 days	1/15/24																	
137	Remove Exterior Grate & Handrail	1/16/24	1 day	1/16/24																	
138	Install Exterior Grate & Handrail	1/17/24	1 day	1/17/24																	
139	Removal of Louver	1/18/24	1 day	1/18/24																	
140	Removal of Generator Exhaust	1/19/24	1 day	1/19/24																	
141	<b>Mechanical</b>	<b>1/9/24</b>	<b>65 days</b>	<b>4/8/24</b>																	
142	Demo HVAC Piping	1/9/24	5 days	1/15/24																	
143	Demo HVAC Boilers	1/16/24	4 days	1/19/24																	
144	Demo HVAC Chillers	1/22/24	4 days	1/25/24																	
145	Demo HVAC Pumps & Accessories	1/26/24	4 days	1/31/24																	
146	HVAC In Wall & OH Piping	2/1/24	25 days	3/6/24																	
147	ATC Rough	3/7/24	15 days	3/27/24																	
148	Installation of Boilers	3/28/24	5 days	4/3/24																	
149	Installation of Louvers	4/4/24	3 days	4/8/24																	
150	<b>Electrical</b>	<b>1/16/24</b>	<b>110 days?</b>	<b>6/17/24</b>																	
153	Overhead Feeder Conduit & Wire to Main Level	9/25/23	10 days	10/6/23																	
154	Overhead Branch Conduit & Wire to Mechanical Equipment & Lighting	10/9/23	5 days	10/13/23																	
155	Wire Termination at VFDs, Pumps, Boiler & Lighting	10/16/23	2 days	10/17/23																	
151	Overhead Conduit & Wire to 2nd Floor	1/16/24	7 days	1/24/24																	
152	Overhead Branch Conduit & Wire to Mech Equipment & Lighting	1/25/24	7 days	2/2/24																	
156	* <del>Install New Switchboard Section</del>	6/11/24	5 days	6/17/24																	
157	<b>Second Floor</b>	<b>1/22/24</b>	<b>53 days</b>	<b>4/3/24</b>																	

\* Provide new breakers in Existing Switchboard for Chiller's #1 & #2.

\*<sup>2</sup> Ferguson Electric has included in their Bid the installation of the Owner Furnished Switchboard knowing it will be delivered after the project is complete and we will have to come back to install it. (5) 10/31/2023



Ferguson Companies			Preliminary Schedule Outline			RFP #7752 HVAC Upgrade WAMS and Palace Theater																
ID	Task Name	Start	Duration	Finish	2024																	
					S	O	N	D	J	F	M	A	M	J	J	A						
158	Civil	1/22/24	10 days	2/2/24																		
159	Selective Demolition	1/22/24	3 days	1/24/24																		
160	Survey, Set Hangers & Supports	1/25/24	7 days	2/2/24																		
169	Electrical	2/20/24	8 days	2/29/24																		
170	Install Breaker In Existing Panels Area F	2/20/24	2 days	2/21/24																		
171	Overhead Branch to Mech Equipment & Receptacles Area F	2/22/24	2 days	2/23/24																		
172	Wire Termiantions at Mech Equipment & Receptacles Area F	2/26/24	2 days	2/27/24																		
173	Overhead Feeder Conduit & Wire to Third Floor Area	2/28/24	2 days	2/29/24																		
161	Mechanical	3/7/24	20 days	4/3/24																		
162	Selective Demolition	3/7/24	4 days	3/12/24																		
163	Survey, Set Hangers & Supports	3/13/24	2 days	3/14/24																		
164	Instal HP1	3/15/24	2 days	3/18/24																		
165	Install TY 1 & 2	3/19/24	5 days	3/25/24																		
166	Refrigeration Piping Install	3/26/24	2 days	3/27/24																		
167	HVAC Testing	3/28/24	5 days	4/3/24																		
168	ATC Rough	3/28/24	5 days	4/3/24																		
184	Fourth Floor	1/25/24	66 days	4/25/24																		
185	Civil	1/25/24	57 days	4/12/24																		
186	Selective Demolition	1/25/24	3 days	1/29/24																		
187	F/R/P Housekeeping Pad	1/30/24	10 days	2/12/24																		
188	Survey, Set Hangers& Supports	4/10/24	3 days	4/12/24																		
189	Mechanical	3/13/24	32 days	4/25/24																		

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Ferguson Companies			Preliminary Schedule Outline			RFP #7752 HVAC Upgrade WAMS and Palace Theater												
ID	Task Name	Start	Duration	Finish	2024													
					S	O	N	D	J	F	M	A	M	J	J	A		
190	HVAC Pipe Demolition	3/13/24	4 days	3/18/24														
191	HVAC Piping In Wall & Overhead Rough	4/15/24	5 days	4/19/24														
192	Install Buffer Tank #3	4/22/24	2 days	4/23/24														
193	ATC Rough	4/24/24	2 days	4/25/24														
194	Electrical	4/10/24	3 days	4/12/24														
195	Overhead Conduit & Wire to Roof [Feeds to Rooftop Equipment]	4/10/24	3 days	4/12/24														
174	Third Floor	2/5/24	15 days	2/23/24														
175	Civil	2/5/24	12 days	2/20/24														
176	Selective Demolition	2/5/24	5 days	2/9/24														
177	Survey, Set Hangers & Supports	2/12/24	7 days	2/20/24														
178	Mechanical	2/12/24	10 days	2/23/24														
179	Selective Demolition	2/12/24	3 days	2/14/24														
180	Cut & Cap Chilled Water S&R	2/15/24	2 days	2/16/24														
181	Demove/Remove [2] Cooling Towes	2/19/24	5 days	2/23/24														
182	Electrical	2/21/24	3 days	2/23/24														
183	Overhead Conduit & Wire to Roof [Feeds to Rooftop Equipment]	2/21/24	3 days	2/23/24														
196	Fifth Floor	3/19/24	51 days	5/28/24														
197	Civil	3/19/24	21 days	4/16/24														
198	Selective Demolition	3/19/24	6 days	3/26/24														
199	F/R/P Housekeeping Pad	3/27/24	10 days	4/9/24														
200	Survey, Set Hangers&Supports	4/10/24	5 days	4/16/24														
206	Electrical	4/15/24	29 days	5/23/24														

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Ferguson Companies		Preliminary Schedule Outline			RFP #7752 HVAC Upgrade WAMS and Palace Theater													
ID	Task Name	Start	Duration	Finish	S	O	N	D	2024		F	M	A	M	J	J	A	
207	Installatin of Elec Distribution Equip Panels & Transformers	4/15/24	6 days	4/22/24						J								
208	Feeder Conduit & Wire to Panels & Tranformers	4/23/24	8 days	5/2/24														
209	Feeder Conduit & Wire to Chillers #1 & #2	5/3/24	7 days	5/13/24														
210	Branch Conduit & Wires to VFDs & Receptacles	5/14/24	5 days	5/20/24														
211	Wire Terminations at VFDs, Chillers, Pumps & Recept	5/21/24	3 days	5/23/24														
201	Mechanical	4/17/24	30 days	5/28/24														
203	Install New Pumps [4]	4/17/24	3 days	4/19/24														
204	Install New XT2 & BT 1 & 2	4/22/24	3 days	4/24/24														
202	HVAC Piping In Wall & Overhead Rough	4/24/24	15 days	5/14/24														
205	ATC Rough	5/15/24	10 days	5/28/24														
212	Rooftop	3/27/24	71 days	7/3/24														
213	Civil	3/27/24	61 days	6/19/24														
214	Open Roof at Designated Areas	3/27/24	2 days	3/28/24														
215	Install Chiller Dunnage Framing	3/29/24	15 days	4/18/24														
216	Patch Roof at Chiller Dunnage	6/14/24	2 days	6/17/24														
217	Exterior Wall Brick Modifications	6/18/24	2 days	6/19/24														
218	Mechanical	6/18/24	12 days	7/3/24														
219	Set Chillers 1 & 2	6/18/24	5 days	6/24/24														
220	Install Chillers 1 & 2 Piping	6/25/24	5 days	7/1/24														
221	Insulate Piping	7/2/24	2 days	7/3/24														
222	Electrical	6/25/24	4 days	6/28/24														
223	Wire Terminations Chiller #1 & #2	6/25/24	4 days	6/28/24														
Page 10																		

THE CITY OF WATERBURY  
**MEMORANDUM**

**From:** Delinquent Tax Office

**Date** 10/18/2023

**To:** Amy Hunihan- Project Administrative Coor.  
Department of Education

**Subject:** Tax Clearance

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

Ferguson Mechanical Company  
Ryan Ferguson  
112 Northwest Dr.  
Plainville, CT 06062

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

Very truly yours,

*Nancy J. Olson*

NJO/wmf

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

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

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

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

State of Connecticut

SS.: Plainville

County of Hartford

Ryan L. Ferguson, being first duly sworn, deposes and says that:

1. I am the owner, partner, officer, representative, agent or President of Ferguson Mechanical Company, Inc. (Contractor's Name), the Contractor that has submitted the attached agreement.

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

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

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

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

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

# CITY OF WATERBURY

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

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

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

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

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

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

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

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

	Organization Name	Address	Type of Ownership
1	Ferguson Electric Co., Inc.	112 Northwest Drive Plainville, CT 06062	Sole Officer
2			
3			
4			

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



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

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

	Name	Title	DOB	Stock %
1	Ryan L. Ferguson	President	4/02/1980	100%
2				
3				
4				

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

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

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

TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1 Ferguson Mechanical Company, Inc.	Connecticut	Plainville, CT 06062
2		
3		
4		

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

**For Partnership/Sole Proprietor**

In presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name of Partnership/Business

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

By: \_\_\_\_\_  
Name of General Partner/ Sole Proprietor

\_\_\_\_\_  
Address of Business

State of \_\_\_\_\_ )

) SS

County of \_\_\_\_\_ )


\_\_\_\_\_ being duly sworn,

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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 202\_.

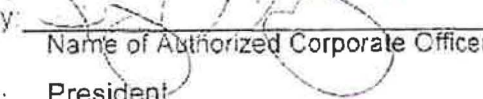
\_\_\_\_\_  
(Notary Public)  
My Commission Expires: \_\_\_\_\_

For Corporation

  
\_\_\_\_\_  
Witness

Ferguson Mechanical Company, Inc.  
Name of Corporate Signatory  
112 Northwest Drive  
Plainville, CT 06062  
Address of Business

Affix  
Corporate  
Seal

By:   
\_\_\_\_\_  
Name of Authorized Corporate Officer  
Its: President  
\_\_\_\_\_  
Title

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

State of Connecticut )

) SS Plainville

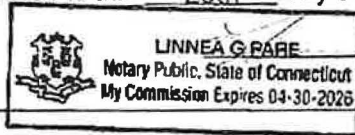
County of Hartford )

Ryan L. Ferguson

being duly sworn,

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

Subscribed and sworn to before me this 29th day of August 2023



My Commission Expires: \_\_\_\_\_

[Signature]  
(Notary Public)



*Nicholas J. Albini*

**7**

*Chief Operating Officer*

*(203) 346-2340*

*nalbini@waterbury.k12.ct.us*

**DATE:** October 31, 2023

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

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

**RE:** Award of Contract to PL Window for Exterior Door Replacements for 8  
Waterbury Public Schools

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

Upon receipt of a performance bond and payment bond acceptable to the City's Risk Manager, and after execution of this Contract by the City of Waterbury Mayor, the City shall reimburse to the Contractor the performance bond and payment bond Contractor paid premium, up to \$24,000.00.

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. All labor, services, equipment, materials, supplies, transportation, and incidentals shall comply with any and all applicable local, state and federal laws, statutes, ordinances, rules and regulations, including without limitation all notice requirements thereunder, and generally accepted professional standards.

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

Thank you for your consideration.

c: Mike Konopka

**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 06702 (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** (to be attached hereto when received);
- 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 Contact are fully completed and accepted in writing

by the City. The retainage does not does not include additional sums that the City may withhold due to the Contractor's failure to comply with provisions of this Contract.

**6.3. Limitation of Payment.** Compensation to the Contractor is limited to those fees set forth in Section 6.1. of this Contract and is further limited to work (i) performed in fact, (ii) conforming with this Contract, and (iii) accepted in writing by a duly authorized City employee. Such compensation shall be paid by the City upon its review and approval of the Contractor's invoices for payment and review of the Contractor's work. **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 State of Connecticut surety acceptable to the City. Upon receipt of a performance bond and payment bond acceptable to the City's Risk Manager, and after execution of this Contract by the City of Waterbury Mayor, the City shall reimburse to the Contractor the performance bond and payment bond Contractor paid premium, up to \$24,000.00. 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 Contractor is funded in whole or in part by state funds.

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

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

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

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

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

laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

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

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

**13.3. Affirmative Action.**

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

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

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

(2) The contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an



"affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission on Human Rights and Opportunities;

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

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

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

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

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

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

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

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

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

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

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

## **14. Good Jobs Ordinance**

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

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

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

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

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

- i. “Administrator” shall be defined as it is in the Good Jobs Ordinance.

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

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

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

allocated for minorities, or

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

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

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

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

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

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

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

**iii.** The Contractor shall deliver weekly certified payroll records to

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

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

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

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

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

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

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

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

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

**14.2.5** The foregoing liquidated damages provisions shall be expressly set



forth, subject to appropriate party name adjustments, as material provisions in all Contracts that the Contractor has with Subcontractors and the Contractor is obligated hereunder to enforce compliance in such Contracts with Subcontractors.

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

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

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

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

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

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

violation of the regulations in 24 C.F.R. part 135.

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

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

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

## **16. Termination.**

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

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

**16.1.2** Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by the Contractor, and the City may withhold any payments to the

Contractor for the purpose of setoff until such time as the exact amount of damages due the City from the Contractor is determined.

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

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

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

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

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

#### **16.4. Rights Upon Termination.**

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

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

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

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

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

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

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

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

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

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

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

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

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



other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

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

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

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

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

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

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

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

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

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

**27.2. Procedures.**

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

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

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

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

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

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

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

**28. Conflicts or Disputes.** This Contract represents the concurrence between the City and the Contractor and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents, without regard to the order of precedence, to resolve such conflicts or disputes, as follows: (i) the City's **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** 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
- 35.10** 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.
- 35.11** Plans: All drawings or reproductions of drawings pertaining to the construction of the work contemplated and its appurtenances.
- 35.12** 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.

- 35.13** 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.
- 35.14** Specifications or Technical Specifications: The description, provisions and other requirements pertaining to the materials, methods and manner of performing the Project.
- 35.15** 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.
- 35.16** 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.
- 35.17** 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.
- 35.18** 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 School Inspector's Office.**

**[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:

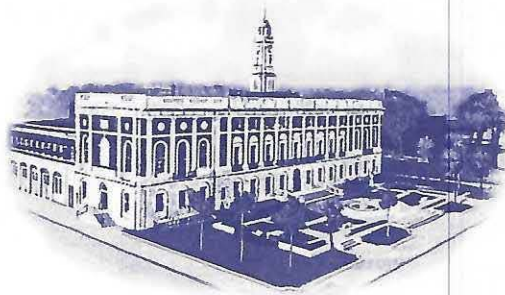
- 1.1.1 School Doors RFP** (acknowledged by the Contractor as having been received and incorporated by reference);
- 1.1.2 City of Waterbury Purchasing Waiver**, dated September 7, 2023, and consisting of 5 pages, including referenced attachments thereto (attached hereto);
- 1.1.3 Contractor's Price 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** (to be attached hereto when received);
- 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 *Ku*

Subject: Waiver Request for Exterior Door Replacements at Crosby High, Kennedy High, Wilby High, North End Middle, Generali, Hopeville, Tinker and Wilson Schools

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.



# WATERBURY

## PUBLIC SCHOOLS

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



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 No: 1620  
Date: 10/06/2023

Tracking No  
Ship Via  
FOB

1 / 2

Description	Quantity	Rate	Amount
<div> <div></div> <div></div> </div>	1	\$21,383.42	\$21,383.42
<div> <div></div> <div></div> </div>	1	\$20,183.42	\$20,183.42
<div> <div></div> <div></div> </div>	1	\$46,633.40	\$46,633.40
<div> <div></div> <div></div> </div>	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>



# **SPECIAL CONDITIONS**

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# City of Waterbury

## **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.

## City of Waterbury

### **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.

City of Waterbury

**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.

- 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

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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



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

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 ~~in~~ 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 CROSSOVERS**

- 69.01 Whenever any trench or other excavation obstructs pedestrian and/or vehicular traffic in or to any public street, private driveway or property entrance or to private property, the Contractor shall employ such means as may be necessary to maintain pedestrian and vehicular traffic and access. The Contractor shall construct and maintain suitable plank crossings and bridges to carry essential traffic in or to the street, driveway or property in question as specified or as directed. These crossings shall be maintained for as long as it is not expedient to backfill the excavation or until such time as sufficient, supportive backfill may be placed. No additional payment will be

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 one point only if, in the opinion of the City or Project Engineer, such action is acceptable and is necessary to insure completion of the work within the specified time.
- 72.02 The Contractor's Construction Progress Schedule shall be adjusted to provide for work being simultaneously conducted at more than one point (location) at the site or sites.

## **ARTICLE 73. INTERFERENCE WITH EXISTING STRUCTURES**

- 73.01 Whenever it may be necessary to cross or to interfere with existing culverts, drains, sewers, water pipes or fixtures, guard rails, fences, gas pipes or fixtures or other structures needing special care, due notice shall be given to the City or Project Engineer. Work involving these items shall be done according to the City's or Project Engineer's directions. Whenever required, all objects shall be strengthened to meet any additional stress that the work herein specified may impose upon it. Any damages that may occur shall be thoroughly repaired. If so directed by the City or Project Engineer, the location of any existing work shall be changed to meet the requirements of the proposed work, if necessary, to leave all in good working order. The entire work shall be the responsibility of the Contractor and the work shall be done at no additional expense to the City.
- 73.02 The Contractor shall be responsible for repairing all broken or damaged mains or utilities, property markers, monitoring wells, and other existing structures to remain, or outside the Limit of Work, during the progress of the Work. The Contractor shall repair and shall be responsible for all damages to existing utilities and structures with no additional expense to the City. The Contractor shall contact the proper utility or authority to correct or make any changes due to utility or other obstructions during the prosecution of the work, but the entire responsibility and expense shall be with the Contractor.
- 73.03 All damaged items of work or items required to be removed and replaced due to construction shall be replaced or repaired by the Contractor to the complete satisfaction of the City and/or utility at no additional expense to the City.

## **ARTICLE 74. TURF, TOPSOIL AND OTHER REPLACEMENT ITEMS**

- 74.01 Where the construction runs through cultivated or sodded lands, the Contractor shall stockpile the turf and topsoil separately and replace the same after the excavation is filled. The Contractor shall leave the land as nearly as possible in its original condition. Trees, fences, walls, walks and other items must not be damaged.

## **ARTICLE 75. MATERIALS**

- 75.01 All materials furnished and used in the completed work shall be new, of best quality, workmanship, and design and shall be recognized as standard in good construction practices. Whenever a specification number or reference is given, the subsequent amendments (if any) shall be included. The standards set forth in the selection of materials and supplies are intended to conform to those standards adopted by the City. Preference in manufacture shall be given to familiarize the Contractor with the requirements of the Project Engineer when the occasion or choice of materials or supplies so demands.

## **ARTICLE 76. DEFECTIVE MATERIALS**

- 76.01 No materials shall be laid, installed or used which are known to be, or which may be found to be, in any way defective. Notice shall be given to the Project Engineer of any defective or imperfect material. Defective or unfit material found to have been laid, installed or used shall be removed and replaced by the Contractor with unobjectionable material. This removal and replacement shall be made without additional expense to the City.

## **ARTICLE 77. INSPECTION AND TESTING OF FURNISHED MATERIALS**

- 77.01 Unless herein provided otherwise, all materials furnished by the Contractor are subject to thorough inspections and tests by the Project Engineer. Any materials condemned or rejected by the Project Engineer as not conforming to the specifications may be branded or otherwise marked. Branded or marked material shall be, on demand, at once removed by the Contractor to a satisfactory distance from the site. Removed materials shall not again be brought upon or near to the work.

## **ARTICLE 78. SAMPLES AND ORDERING LISTS**

- 78.01 Unless herein provided otherwise, the Contractor shall submit samples of the various materials used on the contract as required by the specifications for testing purposes. All ordering lists shall be submitted by the Contractor to the Project Engineer for approval and must be approved before the ordering of the materials.

## **ARTICLE 79. SANITARY CONVENIENCES**

- 79.01 Adequate sanitary conveniences, properly secluded from public observation, for the use of workmen on the premises shall be provided and maintained by the Contractor in accordance with the requirements of local and State health authorities. These conveniences shall be maintained in such manner and at such points as shall be approved and their use shall be strictly enforced. Sanitary waste shall be treated and disposed of in a manner satisfactory to, and as directed by, the City and/or the local and State health authorities. Under no circumstances shall sanitary waste be allowed to flow on the surface of the ground or in the work area.
- 79.02 The cost of sanitary conveniences and the maintenance of same will not be paid for separately, but compensation will be considered to be included in the prices stipulated for the items of work as listed in the bid form.

## **ARTICLE 80. FINISHING AND CLEANING UP**

- 80.01 In completing any backfilling operation, the Contractor shall replace all surface material to the satisfaction of the City. The Contractor shall then immediately remove all surplus material, all tools, and other property belonging to him. The Contractor shall leave the entire street or surrounding area free and clean, in good order and at no additional expense to the City. Backfilling and removal of surplus materials shall follow closely upon the completion of the work. The Contractor shall exercise special care in keeping rights-of-way and private and

public lands, upon which work is being performed, clean and free of debris at all times. The Contractor will remove tools and other property belonging to him when they are not being used.

- 80.02 In case the Contractor shall fail or neglect to promptly remove all surplus materials, tools and other incidentals after backfilling, or shall neglect to do required paving promptly, the City or Project Engineer may, after 24 hours notice, cause the work to be done and the cost thereof shall be deducted 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.

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- 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 subcontractor; 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 incompletion, and reasons for being incomplete.

## **ARTICLE 106. CITY'S CERTIFICATE OF SUBSTANTIAL COMPLETION**

- 106.1 For the portion of the work determined to be Substantially Complete, the City shall issue "City's Certificate of Substantial Completion" which shall establish the date of Substantial Completion by the Contractor.
- 106.2 Concurrently, the Project Engineer shall prepare a list (the "punchlist") of remaining items of work to be completed and/or deficiencies to be addressed.
- 106.3 Prior to Final Inspection, the Contractor shall address and complete all "punch list" items.
- 106.4 The City reserve the right to modify, amend and/or update the "punchlist," as it deems necessary.

## **ARTICLE 107. FINAL INSPECTION**

- 107.1 Contractor shall notify the Project Engineer when it believes the Project is Finally Complete and shall file with the City a written, notarized "Contractor's Affidavit of Final Completion" and request a Final Inspection of the work by the Project Engineer.
- 107.2 Subsequent to receipt of Contractor's Affidavit of Final Completion, Project Engineer will either proceed with Final Inspection and/or advise Contractor of prerequisites not fulfilled.
- 107.3 At the time of submission of its Affidavit of Final Completion, Contractor, as required by the Contract Documents and/or required for completion of the Project as determined by the City, shall also provide and/or submit the following, listing known exceptions (if any), in its Affidavit of Final Completion:
- 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

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**



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

-----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

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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
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Group 11: Conveyor, earth roller, power pavement breaker (whiphammer), robot demolition equipment.	41.69	27.80 + a
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Group 12: Wellpoint Operator.	41.61	27.80 + a
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Group 13: Compressor Battery Operator.	40.92	27.80 + a
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Group 14: Elevator Operator; Tow Motor Operator (solid tire no rough terrain).	39.54	27.80 + a
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Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	39.06	27.80 + a
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Group 16: Maintenance Engineer.	38.28	27.80 + a
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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
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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
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-----PAINTERS (Including Drywall Finishing)-----

10a) Brush and Roller	37.62	24.55
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10b) Taping Only/Drywall Finishing	38.37	24.55
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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 journeyperson instructing and supervising the work of each apprentice in a specific trade.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**As of:**           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 (journeyperson or apprentice) of all employees on the project. All reports must have an original signature and be signed by an authorized officer or employee of the company. Failure to comply with the provisions of this division (B) shall be deemed by the Administrator to be a violation of this subchapter and shall be subject to, and invoiced, liquidated damages on a weekly basis. Any willful misrepresentation contained in the information requested pursuant to this division (B) shall be deemed by the Administrator to be a violation of this subchapter and shall be subject to, and invoiced, liquidated damages on a weekly basis. The Administrator shall notify the City of Waterbury Department of Finance upon any violation of this subchapter. No portion of any invoice submitted by a contractor that is subject to liquidated damages shall be paid by the city until such time as all liquidated damages relating to that invoice have been paid to the city.

(C) Unless prohibited by federal, state or local law, all records in the city's possession shall be available for public inspection.

(D) The Administrator shall review all information provided pursuant to division (B) hereof and submit monthly reports to the Liaison Committee and to the Board of Aldermen summarizing the information.

(Ord. passed 2-21-2012; Ord. passed 5-13-2015)

### **§ 34.21 GOOD FAITH EFFORTS.**

(A) Contractors shall be deemed to have made good faith efforts if they demonstrate to the satisfaction of the Administrator that they have done all of the following:

(1) Utilize the first source referral program to help satisfy the hiring goal;

(2) Notify the public in the city of the employment opportunities available on covered projects. The notification shall comprise a notice in a newspaper of general circulation in the city of employment opportunities, written notice to construction unions, community organizations and city high schools concerning same, and any other notice required by the Administrator. Contractors shall maintain records of responses to the notices received thereby. All notices must state that all qualified applicants will receive consideration without regard to race, color, religion, sex or national origin. The notice required by this division shall include a statement that the notice is provided pursuant to this subchapter;



(3) Maintain a file on the job site of the names and addresses of each worker referred by the first source referral program. The file shall indicate what action was taken with respect to each referred person, and if the person was not hired, the reasons therefore; provided, however, that this subchapter shall not be construed as requiring contractors to hire any persons who do not satisfy applicable job qualifications;

(4) Participate in State of Connecticut-approved local employment training programs in the city's area, or develop on-the-job training opportunities and participate and assist in any association or employer-group training program relevant to the contractor's employment needs;

(5) Regularly review and evaluate their personnel and promotional opportunities, encourage city residents to seek opportunities and establish a program to monitor compliance with this subchapter; and

(6) Utilize other means of obtaining employees who are residents of the city that are reasonably calculated to assist with achieving the hiring goals.

(B) Contractors shall provide the city with any documentation requested by the Administrator in order to establish compliance with this subchapter.

(Ord. passed 2-21-2012)

#### **§ 34.22 CONTRACT REQUIREMENTS FOR COVERED SERVICES.**

(A) This city shall include provisions in Chapter 38, entitled "Centralized Procurement System," of the Code of Waterbury mandating that each contract for a covered project, as that term is defined herein, awarded pursuant to Chapter 38 include provisions addressing compliance with the provisions of this subchapter by the contractor or contractors thereunder and by any subcontractor or subcontractors performing work related to any such contract.

(B) Whenever provisions are included in a contract for a covered project pursuant to division (A) of this section, they shall include provisions establishing liquidated damages for the failure of any contractor or subcontractor to comply with the provisions of this subchapter on a weekly basis. The liquidated damages shall be based on an estimate of the cost the city would incur in having to provide alternative employment opportunities, or alternative economic assistance, to those residents who would have benefited by the city's investment in the covered project if they had been hired by the contractor or subcontractor had they complied with the provisions of this subchapter.

(C) Whenever provisions regarding liquidated damages are included in a contract for a covered project pursuant to division (B) of this section, that contract shall, if applicable, also include provisions addressing the following matters:

(1) Weekly compliance reviews by the Administrator for the purpose of assessing compliance with the provisions of this subchapter, or the lack thereof;

(2) Requiring a separate certification of compliance by the Administrator prior to the payment of any funds by the city under any such contract;

(3) The weekly assessment and invoicing of liquidated damages per noncompliant contractor or subcontractor while said contract is executory;

(4) No portion of any invoice submitted by a contractor that is subject to liquidated damages shall be paid by the city until such time as all liquidated damages relating to that invoice have been paid to the city.

(Ord. passed 2-21-2012; Ord. passed 5-13-2015)



**ESSER/ARP Monthly Expenditure Report**  
**Board of Education Workshop**  
**November 2, 2023**

**ESSER I**

Beginning Date March 2020  
Ending Date September 2022

**Total Grant : \$9,394,519**

**Public Portion** - \$8,462,310  
\$8,462,310 YTD Exp/Enc  
\$ 0 YTD Balance

**Non-Public Portion:** \$932,209  
\$932,209 YTD Exp/Enc  
\$ 0 YTD Balance

**ESSER II**

Beginning Date December 2020  
Ending Date September 2023

**Total Grant : \$41,651,124**

\$41,663,274 YTD Exp/Enc  
\$ 12,150 YTD Balance

**ARP ESSER III**

Beginning Date May 2021  
Ending Date September 2024

**Total Grant : \$89,691,176**

\$37,075,714 YTD Exp/Enc  
\$52,615,462 YTD Balance



### Detail of Encumbrance/Expenditures

#### **ESSER I**

- Temporary Maintainers; Health Dept & Fire Dept Overtime for COVID Testing
- Chromebook Management Services; Licenses; Teachers Laptops; Students Chromebooks; Chromebook Charging Carts; Data Switches & Wireless Headphones
- HVAC & Ventilation Projects- Regan Boilers Replacement, & heating pumps, Carrington BMS Upgrades, HVAC Repairs at Reed, Maloney, Rotella, Gilmartin, Duggan, WAMS, Career, and West Side.
- Covid staff testing fees;
- Fire safety equipment
- Bilingual materials
- PPE/Health & Safety Supplies; Handwashing Stations



## ESSER II

- GF Staff Retainage- Maintainers Staff, IT Staff and School Counselors.
- Summer School Programs; Summer Camps – YMCA, Boys & Girls & PAL
- Transportation for Summer School; Summer school program supplies
- Recruitment - UCONN Resident & Nex-Gen programs; College partnerships for recruitment
- Translation Services
- SEL Curriculum
- Technology Professional Development Training
- Portrait of Graduate Development and Assessment
- CTE Supplies and Wilby Greenhouse Renovation
- Food Service Deficit;
- Facility Study
- Administrative Costs - Contracted Project Manager Services; Contracted Legal Services
- Design Services – Auditorium Upgrades; Air Handler Units; Mechanical Upgrades & Rotella Boiler
- Summer school field trips
- Boiler replacement /Tinker school and Kingsbury
- School counselor Summer program
- New Mentors Summer training
- Design services –HVAC for Wilby, NEMS,WSMS,Crosby, Wallace, State St, Wilson
- Design services- Boiler replacement for Driggs, Maloney, Washington, Generali)
- Boiler replacement –Rotella
- SEL Curriculum
- Naviance
- Duct & Vent Cleaning (Carrington, Duggan,Gilmartin, Reed)
- Reboot pilot program
- Crosby Bypass piping
- Auditorium Upgrades (WAMS, WSMS, Rotella, Kennedy, Laurel Hill Complex & Bergin Complex)
- HVAC upgrades ( Duggan, Gilmartin)
- Boiler replacement ( Rotella)
- Summer program STEM kits
- Boilers replacement ( Driggs, Generali, Maloney and Washington)
- Summer day Camp ( Waterbury Youth Service)
- Commissioning Services ( Noresco)
- Summer Camp field trip
- Duct & Vent Cleaning ( WAMS, Maloney, Rotella)
- Furniture ( Moved from Esser III to II)
- ESS ( substitute)
- Moved HVAC expenses from ARP Esser III to Esser II



### ARP ESSER III

- (2) PT Crisis Youth Intervention Clinicians;
- Accountant III
- Facility Operation Manager
- Extra Class Stipends for Teachers covering shortage areas;
- Partners in Education (CT Center for School Change);
- Outside Counsel Legal Fees for ARP ESSER Contracts;
- Curriculum Update- Pear Deck & Legends of Learning;
- Instructional Supplies & Equipment (School Principals)
- Resources to Support Curriculum(Home Learning);
- Equity Training Services
- State Street Playground Equipment
- HVAC Projects/Repairs- Maloney Chiller Replacement, Wilby AC, Crosby Cooling Tower, Kennedy Fan Replacement, WAMS ,Palace.
- Upgrade furniture, fixtures and equipment based on school needs.
- Digital platform to connect students with mentors.
- Amplify reading student license, mCLASS DIBELS
- Mechanical Upgrades at three schools ( Crosby,Kennedy, Wilby)
- SAFE after school program/behavioral clinicals
- Nearpod, Kami, Rubicon subscription
- Summer programs-Boys & Girls club
- Workshop Athletic program
- Biliteracy Training program
- Enrichment programs in the Community ( Palace Theater, Shakesperian, Mattatuck museum, Boys and Girls, YMCA)
- Design services for HVAC ( Sprague, Regan, Tinker, Washington, Bucks Hill, Chase , International, Generali
- Harvard Graduate school- training school turnaround leaers
- Linguistica International –translation services
- Cormier Consulting
- Varsity Tutors
- Air cooled chillers ( WAMS/Palace)
- Removal and replacement of 9 playscapes (Bunker Hill,Driggs,Sprague,Chase,Regan,Rotella,Hopeville,Tinker,Washington)
- Radiator Covers
- Multi-tired system of supports for behavior (Branching Minds).
- WAMS- office to classroom renovation
- Water cooled chiller for Wilby
- Design fees for VRF/DOA for 6 elementary schools
- Summer programs ( PAL, YMCA,Seven Angels)
- Imagine learning ( licenses for online learning)
- Furniture ( Moved from Esser III to II)
- Quill ( Middle & high school licenses)
- Moved HVAC expenses from ARP Esser III to Esser II
- Google workspace for Education
- Students Chromebooks
- Removal and replacement of playscape at Carrington
- Rubrik update
- Waterbury Bridge to Success



ACCOUNT	CLASSIFICATION	FY 24 ORIGINAL BUDGET	FY 24 ADJUSTED BUDGET	JULY-SEPT EXPENDITURE	JULY-SEPT ENCUMBRANCE	CURRENT BALANCE	PROJECTED EXP.	PROJECTED DIFFERENCE
<b>Salaries</b>								
511101	Administrators	\$9,717,780	\$9,717,780	\$2,179,806	\$0	\$7,537,974	\$9,717,780	\$0
511102	Teachers	\$51,253,563	\$51,253,563	\$6,331,201	\$0	\$44,922,362	\$51,253,563	\$0
511104	Superintendent	\$444,926	\$444,926	\$104,867	\$0	\$340,059	\$444,926	\$0
511106	Early Incentive Certified	\$912,614	\$912,614	\$901,163	\$0	\$11,451	\$912,614	\$0
511107	Certified Coaches	\$770,000	\$770,000	\$371	\$0	\$769,629	\$770,000	\$0
511108	School Psychologists	\$1,244,266	\$1,244,266	\$60,492	\$0	\$1,183,774	\$1,244,266	\$0
511109	School Social Workers	\$2,188,529	\$2,188,529	\$241,158	\$0	\$1,947,371	\$2,188,529	\$0
511110	Speech Pathologists	\$2,375,493	\$2,375,493	\$258,206	\$0	\$2,117,287	\$2,375,493	\$0
511111	Assistant Superintendent	\$165,000	\$165,000	\$39,981	\$0	\$125,019	\$165,000	\$0
511113	Extra Compensatory Stipend	\$105,000	\$105,000	\$0	\$0	\$105,000	\$105,000	\$0
511201	Non-Certified Salaries	\$2,704,766	\$2,704,766	\$282,846	\$0	\$2,421,920	\$2,704,766	\$0
511202	Clerical Wages	\$1,205,011	\$1,205,011	\$209,724	\$0	\$995,287	\$1,205,011	\$0
511204	Crossing Guards	\$361,867	\$361,867	\$35,963	\$0	\$325,904	\$361,867	\$0
511206	Educational	\$450,000	\$450,000	\$59,803	\$0	\$390,197	\$450,000	\$0
511212	Substitute Teachers	\$150,000	\$150,000	\$171,650	\$87,830	(\$109,480)	\$150,000	\$0
511215	Cafeteria Aides	\$80,000	\$80,000	(\$5,304)	\$0	\$85,304	\$80,000	\$0
511217	Library Aides	\$191,191	\$191,191	\$23,960	\$0	\$167,231	\$191,191	\$0
511219	School Clerical	\$2,311,182	\$2,311,182	\$360,989	\$0	\$1,950,193	\$2,311,182	\$0
511220	Fiscal Administration	\$693,869	\$693,869	\$114,984	\$0	\$578,885	\$693,869	\$0
511222	Transportation Coordinator	\$204,822	\$204,822	\$41,752	\$0	\$163,070	\$204,822	\$0
511223	Office Aides	\$180,000	\$180,000	\$12,540	\$0	\$167,460	\$180,000	\$0
511225	School Maintenance Non-Certified	\$2,821,584	\$2,821,584	\$487,926	\$0	\$2,333,658	\$2,821,584	\$0
511226	Custodians Non-Certified	\$5,858,425	\$5,858,425	\$1,022,179	\$0	\$4,836,246	\$5,858,425	\$0
511227	Overtime - Outside Activities	\$200,000	\$200,000	\$27,526	\$0	\$172,474	\$200,000	\$0
511228	Paraprofessionals	\$10,633,662	\$10,633,662	\$912,042	\$0	\$9,721,620	\$10,633,662	\$0
511229	Bus Duty	\$265,000	\$265,000	\$750	\$0	\$264,250	\$265,000	\$0
511232	Attendance Counselors	\$127,965	\$127,965	\$9,475	\$0	\$118,490	\$127,965	\$0
511233	ABA Behavioral Therapist	\$1,755,992	\$1,755,992	\$194,166	\$0	\$1,561,826	\$1,755,992	\$0
511234	Interpreters	\$199,353	\$199,353	\$11,874	\$0	\$187,479	\$199,353	\$0
511238	Swing Space	\$0	\$0	\$1,602	\$0	(\$1,602)	\$0	\$0
511236	Snow Removal	\$0	\$0	\$0	\$0	\$0	\$0	\$0
511237	Swing Space	\$0	\$0	\$0	\$0	\$0	\$0	\$0
511650	Overtime	\$640,000	\$640,000	\$289,574	\$0	\$350,426	\$640,000	\$0
511653	Longevity	\$7,990	\$7,990	\$300	\$0	\$7,690	\$7,990	\$0
511700	Extra Police Protection	\$686,607	\$686,607	\$10,069	\$0	\$676,538	\$686,607	\$0
511800	Vacation and Sick Term Payout	\$120,055	\$120,055	\$39,175	\$0	\$80,880	\$120,055	\$0
522501	Health Insurance-General	\$9,000,000	\$9,000,000	\$0	\$0	\$9,000,000	\$9,000,000	\$0
529001	Car Allowance	\$70,000	\$70,000	\$19,239	\$0	\$50,761	\$70,000	\$0
529003	Meal Allowances	\$24,800	\$24,800	\$14,698	\$400	\$9,702	\$24,800	\$0
<b>Subtotal Salaries</b>		<b>\$110,121,312</b>	<b>\$110,121,312</b>	<b>\$14,466,750</b>	<b>\$88,230</b>	<b>\$95,566,332</b>	<b>\$110,121,312</b>	<b>\$0</b>



ACCOUNT	CLASSIFICATION	FY 24 ORIGINAL BUDGET	FY 24 ADJUSTED BUDGET	JULY-SEPT EXPENDITURE	JULY-SEPT ENCUMBRANCE	CURRENT BALANCE	PROJECTED EXP.	PROJECTED DIFFERENCE
<b>Purchased Services</b>								
533000	Professional Services	\$2,000,000	\$2,000,000	\$177,951	\$1,822,049	\$0	\$2,000,000	\$0
533009	Evaluation	\$5,000	\$5,000	\$0	\$0	\$5,000	\$5,000	\$0
533020	Consulting Services	\$325,000	\$322,000	\$65,337	\$107,895	\$148,768	\$322,000	\$0
533100	Auditing	\$59,500	\$59,500	\$0	\$59,500	\$0	\$59,500	\$0
539005	Sporting Officials	\$25,000	\$25,000	\$0	\$0	\$25,000	\$25,000	\$0
539008	Messenger Service	\$30,000	\$30,000	\$0	\$0	\$30,000	\$30,000	\$0
543000	General Repairs & Maintenance	\$1,388,000	\$1,388,000	\$308,831	\$540,321	\$538,848	\$1,388,000	\$0
543011	Maintenance - Service Contracts	\$800,000	\$800,000	\$71,903	\$532,994	\$195,103	\$800,000	\$0
544002	Building Rental	\$568,956	\$568,956	\$122,364	\$421,092	\$25,500	\$568,956	\$0
545002	Water	\$250,000	\$250,000	\$22,552	\$0	\$227,448	\$250,000	\$0
545006	Electricity	\$3,129,855	\$3,129,855	\$423,693	\$0	\$2,706,162	\$3,129,855	\$0
545013	Security/Safety	\$125,000	\$125,000	\$42,685	\$68,555	\$13,760	\$125,000	\$0
551000	Pupil Transportation	\$17,993,591	\$17,993,591	\$600,300	\$17,393,287	\$4	\$17,993,591	\$0
553001	Postage	\$45,000	\$45,000	\$7,057	\$0	\$37,943	\$45,000	\$0
553002	Telephone	\$175,000	\$175,000	\$84,194	\$33,002	\$57,804	\$175,000	\$0
553005	Wide-area Network (SBC)	\$93,600	\$93,600	\$138	\$2,000	\$91,462	\$93,600	\$0
556055	Tuition - Outside	\$12,100,000	\$12,100,000	\$1,125,181	\$7,892,968	\$3,081,851	\$12,100,000	\$0
556056	Purchased Service - Outside	\$3,000,000	\$3,000,000	\$97,029	\$2,725,034	\$177,937	\$3,000,000	\$0
557000	Tuition Reimbursement	\$6,000	\$6,000	\$1,068	\$0	\$4,933	\$6,000	\$0
558000	Travel Expenses	\$5,000	\$5,000	\$0	\$0	\$5,000	\$5,000	\$0
559001	Advertising	\$32,500	\$32,500	\$0	\$0	\$32,500	\$32,500	\$0
559002	Printing & Binding	\$15,000	\$15,000	\$37	\$0	\$14,963	\$15,000	\$0
559104	Insurance - Athletics	\$26,000	\$26,000	\$19,851	\$0	\$6,149	\$26,000	\$0
<b>Subtotal Purchased Services</b>		<b>\$42,198,002</b>	<b>\$42,195,002</b>	<b>\$3,170,171</b>	<b>\$31,598,696</b>	<b>\$7,426,134</b>	<b>\$42,195,002</b>	<b>\$0</b>
<b>Supplies/Materials</b>								
561100	Instructional Supplies	\$1,620,000	\$1,620,000	\$467,401	\$246,850	\$905,750	\$1,620,000	\$0
561200	Office Supplies	\$75,590	\$75,590	\$13,082	\$13,790	\$48,719	\$75,590	\$0
561204	Emergency/Medical Supplies	\$2,000	\$2,000	\$0	\$0	\$2,000	\$2,000	\$0
561210	Intake Center Supplies	\$3,500	\$3,500	\$2,658	\$0	\$842	\$3,500	\$0
561211	Recruitment Supplies	\$50,000	\$50,000	\$15,853	\$3,070	\$31,076	\$50,000	\$0
561212	Medicaid Supplies	\$8,000	\$8,000	\$40	\$2,690	\$5,271	\$8,000	\$0
561501	Diesel	\$185,092	\$185,092	\$0	\$166,672	\$18,420	\$185,092	\$0
561503	Gasoline	\$249,360	\$249,360	\$5,142	\$174,738	\$69,480	\$249,360	\$0
561504	Heating Oil	\$0	\$0	\$0	\$0	\$0	\$0	\$0
561505	Natural Gas	\$1,666,000	\$1,666,000	\$67,846	\$0	\$1,598,154	\$1,666,000	\$0
561507	Janitorial Supplies	\$275,000	\$275,000	\$62,794	\$168,742	\$43,464	\$275,000	\$0
561508	Electrical Supplies	\$50,000	\$50,000	\$10,511	\$29,871	\$9,619	\$50,000	\$0
561509	Plumbing Supplies	\$100,000	\$100,000	\$19,203	\$42,740	\$38,058	\$100,000	\$0
561510	Building & Ground Supplies	\$220,000	\$220,000	\$46,731	\$88,627	\$84,641	\$220,000	\$0
561511	Propane	\$406,094	\$406,094	\$59,032	\$347,061	\$0	\$406,094	\$0
567000	Clothing Supplies	\$40,000	\$40,000	\$0	\$9,250	\$30,750	\$40,000	\$0
567001	Crossing Guard Uniforms	\$2,000	\$2,000	\$1,990	\$0	\$10	\$2,000	\$0

ACCOUNT	CLASSIFICATION	FY 24 ORIGINAL BUDGET	FY 24 ADJUSTED BUDGET	JULY-SEPT EXPENDITURE	JULY-SEPT ENCUMBRANCE	CURRENT BALANCE	PROJECTED EXP.	PROJECTED DIFFERENCE
569010	Recreational Supplies	\$15,000	\$15,000	\$0	\$1,669	\$13,331	\$15,000	\$0
569029	Athletic Supplies	\$130,000	\$137,896	\$17,769	\$90,911	\$29,216	\$137,896	\$0
<b>Subtotal Supplies/Materials</b>		<b>\$5,097,636</b>	<b>\$5,105,532</b>	<b>\$790,051</b>	<b>\$1,386,680</b>	<b>\$2,928,801</b>	<b>\$5,105,532</b>	<b>\$0</b>

ACCOUNT	CLASSIFICATION	FY 24 ORIGINAL BUDGET	FY 24 ADJUSTED BUDGET	JULY-SEPT EXPENDITURE	JULY-SEPT ENCUMBRANCE	CURRENT BALANCE	PROJECTED EXP.	PROJECTED DIFFERENCE
<b>Property</b>								
575008	Furniture-Misc.	\$15,000	\$15,000	\$1,100	\$0	\$13,900	\$15,000	\$0
575200	Office Equipment	\$150,000	\$150,000	\$0	\$0	\$150,000	\$150,000	\$0
575408	Plant Equipment	\$40,000	\$40,000	\$0	\$2,837	\$37,163	\$40,000	\$0
<b>Subtotal Property</b>		<b>\$205,000</b>	<b>\$205,000</b>	<b>\$1,100</b>	<b>\$2,837</b>	<b>\$201,063</b>	<b>\$205,000</b>	<b>\$0</b>
<b>Other/Miscellaneous</b>								
589021	Mattatuck Museum	\$13,000	\$13,000	\$0	\$13,000	\$0	\$13,000	\$0
589034	Board of Ed Commissioners	\$20,700	\$20,700	\$5,275	\$0	\$15,425	\$20,700	\$0
589036	Emergency Fund	\$9,350	\$9,350	\$0	\$0	\$9,350	\$9,350	\$0
589056	Waterbury Promise	\$500,000	\$500,000	\$500,000	\$0	\$0	\$500,000	\$0
589201	Mileage	\$10,000	\$10,000	\$808	\$0	\$9,192	\$10,000	\$0
589205	Coaches Reimbursements	\$5,000	\$5,000	\$0	\$0	\$5,000	\$5,000	\$0
589900	Dues & Publications	\$60,000	\$63,000	\$59,833	\$3,038	\$129	\$63,000	\$0
591002	Transfer to Sinking Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0
591004	Athletic Revolving Fund	\$135,000	\$127,104	\$3,000	\$11,945	\$112,159	\$127,104	\$0
<b>Total Other/Miscellaneous</b>		<b>\$753,050</b>	<b>\$748,154</b>	<b>\$568,916</b>	<b>\$27,983</b>	<b>\$151,256</b>	<b>\$748,154</b>	<b>\$0</b>
<b>GRAND TOTAL OPERATING BUDGET</b>		<b>\$158,375,000</b>	<b>\$158,375,000</b>	<b>\$18,996,989</b>	<b>\$33,104,426</b>	<b>\$106,273,586</b>	<b>\$158,375,000</b>	<b>\$0</b>
<b>Other Additional Funding</b>								
	Alliance Non-Reform/Reform	<b>\$41,216,739</b>	<b>\$41,216,739</b>	<b>\$4,060,640</b>	<b>\$0</b>	<b>\$37,156,099</b>	<b>\$41,216,739</b>	<b>\$0</b>
	GF Surplus 15-16	\$1,000,000	\$1,000,000	\$0	\$0	\$1,000,000	\$1,000,000	\$0
	GF Surplus 14-15	\$1,000,000	\$1,000,000	\$0	\$0	\$1,000,000	\$1,000,000	\$0
	GF Surplus 16-17	\$450,000	\$450,000	\$0	\$0	\$450,000	\$450,000	\$0
	Contingency Surplus	\$675,000	\$675,000	\$0	\$0	\$675,000	\$675,000	\$0
	City Non Lapsing Account	\$500,000	\$500,000	\$0	\$0	\$500,000	\$500,000	\$0
<b>Total Additional Funding</b>		<b>\$44,841,739</b>	<b>\$44,841,739</b>	<b>\$4,060,640</b>	<b>\$0</b>	<b>\$40,781,099</b>	<b>\$44,841,739</b>	<b>\$0</b>
<b>GRAND TOTAL ALL FUNDING</b>		<b>\$203,216,739</b>	<b>\$203,216,739</b>	<b>\$23,057,629</b>	<b>\$33,104,426</b>	<b>\$147,054,685</b>	<b>\$203,216,739</b>	<b>\$0</b>

**CITY OF WATERBURY  
DEPARTMENT OF EDUCATION**

**10/12/2023**

**Board of Education**

**Board of Education Commissioners:**

**With the approval of the Committee on Finance, the Superintendent of Schools recommends the following transfer for fiscal year 2023/2024 from Capital Improvement Budget:**

**FROM:**

<b>Accounting Unit</b>	<b>Account</b>	<b>Activity</b>	<b>Description</b>	<b>Amount</b>
60180	547000	6018080099995	Capital Improvement - BOE Unallocated (Sinking Fund)	<b>(\$700,000.00)</b>

**TO:**

60180	545013	6018080027645	Capital Improvement - School Security Improvements	\$700,000.00
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<b>TOTAL</b>				<b>\$700,000.00</b>	<b>(\$700,000.00)</b>
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Transfer to move funds from BOE Unallocated Sinking Fund to Capital Improvement for Exterior Door Replacements at eight schools.

**Respectfully Submitted,**

**Dr. Verna D. Ruffin  
Superintendent of Schools**

**Organization and Methods of Operation****Organization**

- a) The Board of Education shall consist of the Mayor and ten elected members. Six members shall constitute a quorum. The Mayor is the Chair Ex-Officio of the Board. The members of the Board shall elect, by majority vote, a President, Vice-President, and Secretary.
- b) The organizational meeting of the Board shall be held at such time as the Mayor may direct or on December 1<sup>st</sup> of each odd numbered year. The meeting shall be called to order by the Chair. Before acting, the members shall be duly sworn to the faithful performance of the duties of their office as prescribed by law. The Board shall proceed to elect by roll call by a majority of its members, present and absent, a President, Vice President, and Secretary.
- c) The Board may allow student representatives to the Board of Education consistent with [Corporation Counsel's opinion of December 31, 2018](#) and Board policy.

**Public Meetings**

- a) All meetings of the Board of Education shall be open to the public with the exception of executive sessions.
- b) All meetings of the Board shall be held at its office or at any other place designated by a majority vote of the Board.
- c) The Board shall hold its regular meetings on the third Thursday of each month. The President of the Board shall have the discretion to reschedule meetings under the above formula if conflicts arise.
- d) All meetings shall be held at 5:30 ~~6:30~~ p.m. or at any other time designated by the majority vote of the Board. Committee meetings shall be held at 5:30 p.m., unless otherwise designated by the Chair.
- e) Special meetings may be called and held whenever requested in writing by any three members. The written request shall contain a description of the matters to be considered, and shall be sent to the President of the Board with a copy to the Clerk of the Board. No business shall be transacted at such special meeting other than that specified in the call.
- f) Citizens are encouraged to submit prepared written statements to the Commissioners. Comments by an individual shall be limited to a maximum of five (5) minutes. Commissioners believe that this will permit wider participation while also expediting the business of the meeting.
- g) Commissioners may respond to the concerns and/or comments of public speakers only with the permission of the Chair and without debate.
- h) Smoking will not be permitted in any room in which a meeting of the Board of Education is being conducted.
- i) During meetings of the Board of Education, all cellphones or other electronic communication devices shall be turned off or changed to a silence mode.

## **Organization and Methods of Operation, continued**

### **Executive Sessions**

The public may be excluded from meetings of the Board of Education which are declared to be executive sessions. Executive sessions may be held upon a two-thirds vote of the members present and voting taken at a public meeting for only one or more of the following reasons, and may not be held for any other reason:

1. Discussion concerning the appointment, employment, performance, evaluation, health or dismissal of a public officer or employee, provided that such individual may require that discussion be held at an open meeting.
2. Strategy and negotiations with respect to pending claims and litigation.
3. Matters concerning security strategy or the deployment of security personnel, or devices affecting public security.
4. Discussion of the selection of a site or the lease, sale or purchase of real estate by a political subdivision of the state when publicity regarding such site, lease, sale, purchase or construction would cause a likelihood of increased price until such time as all of the property has been acquired or all proceedings or transactions concerning same have been terminated or abandoned.
5. Discussion of any matter which would result in the disclosure of public records or the information contained therein described in subsection (b) [Section 1-210](#) of the Connecticut General Statutes.

### **Construction of the Agenda**

The Superintendent in cooperation with the President of the Board of Education shall prepare an agenda for each meeting. Any member of the Board of Education may call the Superintendent to request an item be placed on the agenda. Deadline for requests is 48 hours prior to the legally required public posting of the agenda. Finalization of the agenda lies with the Board President.

### **Posting of the Agenda**

At least 24 hours prior to the time of the meeting, the agenda shall be posted in the Office of the Board of Education and in the Office of City Clerk and shall be filed in the Superintendent's Office.

### **Duties of the Chair**

The Chair shall call the Board to order at the **appointed hour**, or as soon as a quorum is present. It shall be the duty of the Chair to assure that all proceedings are in compliance with the laws enacted by the General Assembly, these rules and regulations and, otherwise, parliamentary usage.

## Organization and Methods of Operation, continued

### Duties of the President

- a) In the absence of the Chair, the Board President shall preside at all Board meetings.
- b) The President shall appoint liaison positions as appropriate.
- c) The President shall appoint ad-hoc committees as needed.
- d) The President or his/her designee will conduct orientation/training for all new Board members within 30 days of taking office **and/or as required by the Connecticut General Statutes.**
- e) Conduct a Board self-evaluation yearly and make provisions for Board member professional development.
- f) **The President shall establish a timeline for the annual evaluation of the Superintendent of Schools pursuant to the Superintendent's contract.**

### Duties of the Vice President

In the absence of Chair and the President, the Vice President shall preside at the Board meeting.

### Duties of the Secretary

- a) Review and report minutes to the Board.
- b) In the absence of the Chair, President, and Vice President, the Secretary shall preside at the Board meeting.

### Order of Business

**a)** Business shall proceed in the following order, unless the Board otherwise directs:

1. Silent Prayer
2. Pledge Allegiance to the Flag  
**Roll Call.**
3. Communications
4. Approval of Minutes
5. Public Addresses the Board
6. Superintendent's Report
7. President's Comments  
**Student Representatives Comments.**
8. Consent Calendar
9. Committee reports
10. Adjournment

- b) The yeas and nays shall be taken and recorded by the Clerk of the Board whenever called for by any member of the Board.

### Standing Committees

- a) The President shall appoint the following standing committees, each consisting of a minimum of three members to serve two calendar years or less. The member first named to be chairperson, who will appoint a vice-chairperson:
  - 1) The Committee on Policy and Legislation
  - 2) The Committee on Curriculum
  - 3) The Committee on School Personnel
  - 4) The Committee on Building and School Facilities
  - 6) The Committee on Finance
  - 7) The Committee on Grievances
- b) At least one member of each committee shall be a member of the minority party.



## Organization and Methods of Operation, continued

- b) The President shall call committees together when requested to do so by the respective Chairperson, but in case the Chairperson refuses or neglects, then, at the request of the remaining members of the Committee, he shall call a meeting of the Committee, and a majority of the Committee shall constitute a quorum.
- c) All Committee actions are subject to the approval of the Board. All committee recommendations that bypass the Committee of the Whole workshop to the regular meeting for a vote must be placed on the agenda off consent and in the form and substance of the committee agenda. District staff should be available to provide background and answer questions. Committee Chairs should be mindful of controversial or contentious matters which should be heard and debated at workshop.
- d) The Board will allow electronic participation of members of Standing Committees and Ad-hoc Committees in accordance with Board Policy [#9005 "Electronic Participation"](#).

## Committee on Policy and Legislation

- a) The Committee on Policy and Legislation shall review all recommended additions, revisions or deletions of Policy, as referred by the Superintendent of Schools, pertaining to operation and functions of the School District. The Committee will maintain open communication with State and Federal officials regarding the district's needs and how they may be affected by proposed, pending, and/or enacted state and federal legislation.
- b) The Committee shall have general authority over the by-laws of the Board.
- c) The Committee will keep the Board abreast of any legislation that could impact the district.
- d) The Committee shall ensure alignment of Policy to Local, State, and Federal Enactments.
- e) The Committee shall evaluate the effectiveness of current standing committees bi-annually in October of the even years.
- f) The Committee Chair and the Superintendent shall arrange a legislative roundtable with the state delegation annually between October and no later than December 15.

## Committee on Curriculum

- a) All proposals to add to or change the course of study or the textbooks used in the school system shall be referred to and reported upon by this Committee prior to the action by the Board. In reporting upon any such proposals, the Committee shall give due consideration to the recommendations of the Superintendent of Schools and the consultative groups acting under the provisions of School Board Policy.
- ~~b) All requisitions for books, supplies and the like shall be presented to this Committee and/or its duly appointed representatives for approval.~~
- c) Proposals for special regulations or changes to regulations regarding instruction in the school system shall be submitted to the Committee for transmittal to the Board.
- d) Proposals for overnight field trips and/or to destinations outside the United States ~~State of Connecticut~~ shall be submitted to the Committee for transmittal to the Board.

## Organization and Methods of Operation, continued

### Committee on School Personnel

- a) The Committee on School Personnel shall act as an advisory body to the Superintendent in the hire, appointment and transfer of supervisors, high school and middle school assistant principals, and building principals.
- b) The chair of the Committee on Personnel, or his/her designee, attends interviews of applicants for the positions of supervisors, high school and middle school assistant principals, and building principals as a non-scoring observer at Level 1 or as designated in the SAW contract.
- c) The Committee will review all new job positions and new job specifications for recommendation to the Board.

### Committee on Building and School Facilities-

- a) Subject to Board approval, the Committee, **with guidance and recommendations from the Superintendent and the Chief Operating Officer, on Building and School Facilities** shall have general authority for the maintenance and operation of all buildings. The Committee shall report to the Board upon the desirability of constructing new buildings or enlarging pre-existing facilities. When so instructed by the Board, the Committee shall procure plans and specifications for additions or new facilities and submit them to the Board of its approval.
- b) The Committee shall coordinate the Board's operation of school buildings with other state and local authorities having an interest in the same, such as the Fire Department, the Health Department, the Plumbing Inspector, and the State Board of Education.
- ~~c) The Committee shall supervise the appointment of all employees not otherwise provided for in these Policies, including such extra or part time help as may be necessary, all in conformity with the Charter of the City of Waterbury, if applicable.~~
- d) The Committee shall exercise overall supervision of the school bus program. It shall consult with the administrative personnel who are assigned the responsibility of operating the program. The Committee shall conduct periodic studies of the effectiveness of the program and shall submit reports, recommendations, and proposals to the Board for its approval.
- e) The Committee shall present to the Board for its approval all requests for permission to use school buildings for all academic and/or non-academic purposes.

### Committee on Finance

- a) The Committee on Finance shall serve the Superintendent in an advisory capacity in conjunction with the preparation of the annual education budget. **After careful review of the proposed annual education budget, the Committee on Finance shall take action on its recommendation to the full Board. Upon receipt of such recommendation by the full Board, either favorable or unfavorable, the Board of Education shall vote to transmit the annual education budget to the Mayor in line with any Statutory or Charter mandates, and the Superintendent's presentation of the budget to the Board of Aldermen.** ~~and the Superintendent's presentation of the budget to the Board of Aldermen.~~

## Organization and Methods of Operation, continued

- b) The Committee shall ~~be responsible for reviewing~~ **have the discretion to review all** grants and grant-funded contracts ~~or agreements and those required to be approved by Corporation Counsel,~~ submitted for Board of Education approval for submission to the State and/or other agency.
- c) The Committee shall be responsible for seeing that the lunch program is running as efficiently as possible, both monetarily and nutritionally, and that it meets State and Federal mandates in regard to the nutrition of the children in the Waterbury Public Schools.

## Committee on Grievances

- a) The Committee on Grievances shall assist the Board in the Board's determination of grievances. All grievances shall be submitted to the Committee. The Committee, in conjunction with the President of the Board, shall schedule and hold the necessary hearings to comply with any collective bargaining agreement in effect between the Board and duly authorized representative of its employees or a group of its employees.
- b) The Clerk shall be responsible for the preparation and distribution of grievance forms.
- c) Committee members are expected to be present during all grievance hearings.

## Miscellaneous

Any procedures or provisions not covered by the Charter in the performance of this Board shall be governed by "The Scott, Foresman Robert's Rules of Order, Newly Revised".

Adopted December 1, 2017.  
Revised on January 18, 2018, August 16, 2018,  
September 20, 2018, February 21, 2019, and March 21, 2019.  
Adopted December 1, 2019.  
Revised and renamed on 04/15/21  
Adopted on December 1, 2021  
Revised on **D R A F T**

## COMMITTEE ON BUILDINGS AND SCHOOL FACILITIES

**WORKSHOP:** Thursday, November 2, 2023

**BOARD MEETING:** Thursday, November 9, 2023

TO THE BOARD OF EDUCATION  
WATERBURY, CONNECTICUT

LADIES AND GENTLEMEN:

With the approval of the Committee on School Facilities and Grounds, the Superintendent of Schools recommends approval of the use of school facilities, at no charge, by the following school organizations and/or City departments:

<b>GROUP</b>	<b>FACILITIES AND DATES/TIMES</b>
J. O'Toole	Career Academy: Sat., Nov. 4 <sup>th</sup> 12:00 – 3:00 pm (Fall Festival for Student Council)
D. Belcher	Wilby classrooms: Wed., Nov. 1 <sup>st</sup> 7am – 3pm (Special Education District Prof. Dev.)
J.. Sarja	Wilby media ctr. Wed., Nov.. 1 <sup>st</sup> 8am – 3pm ELA Prof Learning District Prof. Dev.
V. Harris	Crosby media ctr. : Wed., Nov. 1 <sup>st</sup> 8am – 3pm Prof. Dev. )
H. Maxson	WAMS music, theater & dance rooms: Wed., Nov. 1 <sup>st</sup> 8am – 3pm (Prof. Dev. for theater arts, music, dance teachers)
C. Nath	Rotella comm. Rm.: Nov. 17 <sup>th</sup> , Jan. 5 <sup>th</sup> , Feb. 13 <sup>th</sup> , Mar. 14 <sup>th</sup> 8am – 3pm (Literacy - Special Education teachers)
C. Hagan	West Side café or aud.: Thurs., Dec. 7 <sup>th</sup> 5pm – 8pm (Winter Concert)
M. Rocco	W. Cross café: Thurs., Nov. 2 <sup>nd</sup> 5:00 – 8:00 pm (PTO Veterans Day activity)
Health Dept. M. Griffin	WAMS café: Tuesday, Nov. 7 <sup>th</sup> 8am – 4pm (Professional Development for school nurses)
Dept. of Transportation: B. Cadwell	Maloney café: Wed., Oct. 25 <sup>th</sup> 4:30 – 8:00 pm (public information meeting about Exit 21 ramp on I-84)
Dr. White	WAMS media ctr.: Wed., Nov. 1 <sup>st</sup> 8am – 3pm (Training for building administrators)
L. Martin	Rotella community room: Nov. 9, 2023; Apr.11, 2024; May 9, 2024 9am – 12pm (Parent Liaison Meetings)
E. Sheehy	Chase café & gym: Sat., Feb. 24 <sup>th</sup> 9am – 2pm (Healthy Minds, Healthy Bodies Inter-District program)

Vira Boatright	Crosby gym: Thursday, April 11, 2024 7:30am – 1:30pm District wide financial literacy fair
B. Mead	Kingsbury café, gym, aud.: Thurs., Nov. 30 <sup>th</sup> 5pm – 7pm (Expo of support service)

**Approved**

\_\_\_\_\_  
**Ann Sweeney**

\_\_\_\_\_  
**Dr. Verna D. Ruffin**  
**Superintendent of Schools**



*Book*

SCHOOL PERSONNEL USE ONLY

DATE: 10/10/23

TO: SCHOOL BUSINESS OFFICE

FROM: John Otade

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

NAME OF SCHOOL REQUESTED: WCA

☐ Auditorium

☒ Gymnasium

☐ Swimming Pool

☐ Café/Rooms

*Saturday*  
DATES REQUESTED: November 4<sup>th</sup>

FROM: 12 am/pm TO: 3 am/pm

FOR THE FOLLOWING PURPOSES:

Fall Festival for Student Council

*John Otade*  
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.

*Mark*

SCHOOL PERSONNEL USE ONLY

DATE: 10/20/2023

TO: SCHOOL BUSINESS OFFICE

FROM: Dongean Belcher

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

NAME OF SCHOOL REQUESTED: Wilby

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☒ 208/209/210/211 Cafe/Rooms

DATES REQUESTED: Nov 1, 2023

FROM: 7 am/pm TO: 3 am/pm

FOR THE FOLLOWING PURPOSES:

Special Ed district PD  
• All Special Ed Teachers at Wilby  
• Speech Pathologist (district-wide)

Dongean Belcher  
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.



*check*

SCHOOL PERSONNEL USE ONLY

DATE: 10/18/2023

TO: SCHOOL BUSINESS OFFICE

FROM: W:lbq/Jen Sarja

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

NAME OF SCHOOL REQUESTED: W:lbq

Media Center/LCC

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: 11/01/2023

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

FOR THE FOLLOWING PURPOSES:

ELA Prof. Learning District PD  
Nov. 1st (Jen Sarja - ELA Supervisor)  
All ELA Secondary Teachers

Dr. Bellini  
APPLICANT

Please note the following provisions:

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

Book

SCHOOL PERSONNEL USE ONLY

DATE: 10/16/23

TO: SCHOOL BUSINESS OFFICE

FROM: Veda Harris

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

NAME OF SCHOOL REQUESTED: Crosby Highschool

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms ☒ Media Center

DATES REQUESTED: 11/1/23

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

FOR THE FOLLOWING PURPOSES:

Professional Development Learning

  
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.

1380 K

## SCHOOL PERSONNEL USE ONLY

DATE: 10.13.2023

TO: SCHOOL BUSINESS OFFICE

FROM: Holly Maxson, Supervisor of Fine Arts

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

NAME OF SCHOOL REQUESTED: Waterbury Arts Magnets School

☐ Auditorium      ☐ Gymnasium      ☐ Swimming Pool      ☐ Café/Rooms  
X Large Dance    X Recital Hall   X Apron Stage   X Band Room   X Chorus Room  
X CADD LAB      X Drama Classroom X Music RM B   X Costume SHop   X Music  
ROOM a

DATES REQUESTED:

11.1.2023

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

### FOR THE FOLLOWING PURPOSES:

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

Holly Maxson APPLICANT

.....  
Please note the following provisions:

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

Book

SCHOOL PERSONNEL USE ONLY

DATE: 10/12/2023

TO: SCHOOL BUSINESS OFFICE

FROM: Chayna Nath

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

NAME OF SCHOOL REQUESTED: Rotella- Community Room

☐ Auditorium    ☐ Gymnasium    ☐ Swimming Pool    ☐ Café/Rooms

DATES REQUESTED: 11/17, 1/05, 2/13, 03/14

FROM: 8 am/pm    TO: 3 am/pm

FOR THE FOLLOWING PURPOSES:

Literacy How Structured literacy Series for Sped teachers

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Chayna Nath

APPLICANT

.....  
Please note the following provisions:

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



Book

SCHOOL PERSONNEL USE ONLY

Date: Sept 20, 2023

TO: Sandy McCasland

FROM: Christine Hagan wsms

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

NAME OF SCHOOL REQUESTED: West side middle school

☒ Auditorium ☐ Gymnasium ☐ Swimming Pool ☒ Café

\*if the auditorium is still under construction we will use the cafe

DATES REQUESTED: December 7th 2023

Time: 5pm - 8pm

FOR THE FOLLOWING PURPOSES:

winter concert

Christine Hagan

Applicant  
christine Hagan

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 police and fire headquarters.

*Book*

## SCHOOL PERSONNEL USE ONLY

DATE: 7/21/2023

TO: SCHOOL BUSINESS OFFICE

FROM: Margaret Rocco

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

NAME OF SCHOOL REQUESTED: Wendell Cross School

☐ Auditorium   ☐ Gymnasium   ☐ Swimming Pool

☒ Café/Rooms/Library

DATES REQUESTED: Thursday, November 2, 2023

from 5:00 - 8:00 (time includes set up and clean up) for PTO Veterans day activity

FOR THE FOLLOWING PURPOSES:

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Margaret Rocco

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.

*Back*

SCHOOL PERSONNEL USE ONLY

DATE: 10/20/2023

TO: SCHOOL BUSINESS OFFICE

FROM: Meghan Griffin, nursing supervisor/  
health dept.

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

NAME OF SCHOOL REQUESTED: Waterbury Arts Magnet School

☐ Auditorium

☐ Gymnasium

☐ Swimming Pool

☒ Café/Rooms

DATES REQUESTED: Tuesday, November 7, 2023

FROM: 8 am/pm

TO: 4 am/pm

FOR THE FOLLOWING PURPOSES:

professional development for school  
nurses

Meghan Griffin RN  
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.



Goal

DATE: \_\_\_\_\_10/23/23\_\_\_\_\_

NAME OF SCHOOL REQUESTED: Maloney

☐ Auditorium    ☐ Gymnasium    ☐ Swimming Pool    ☒ Café/Rooms  
**(CAFETORIUM AT MALONEY)**

DATES REQUESTED: \_\_\_\_\_ October 25, 2023 \_\_\_\_\_

FROM: \_\_\_\_\_ 4:30pm \_\_\_\_\_ am/pm TO: \_\_\_\_\_ 8pm \_\_\_\_\_  
am/pm

\_\_\_\_\_ To hold a public information meeting about a construction project (the Removal of the Exit 21 Off Ramp on I-84 Eastbound in Waterbury) that is part of the New Mix project.

\_\_\_\_ Ben Cadwell (on behalf  
of the New Mix Project  
team) \_\_\_\_\_  
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: 10-20-23

TO: SCHOOL BUSINESS OFFICE

FROM: New Mix Project

THE UNDERSIGNED HEREBY MAKES APPLICATION FOR USE OF SCHOOL FACILITIES (AFTER REGULAR SCHOOL HOURS) AS FOLLOWS:

NAME OF SCHOOL REQUESTED: Maloney

☐ AUDITORIUM ☐ GYMNASIUM ☐ SWIMMING POOL ☒ CAFE/ROOMS

DATES REQUESTED: Wed. OCT 25, 2023

FROM 5:30 am/pm TO 8:00 am/pm

FOR THE FOLLOWING PURPOSES:

Public Information Meeting

APPLICANT

Ben Cadwell

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 police and fire headquarters.

Book

## SCHOOL PERSONNEL USE ONLY

DATE: Oct. 23, 2023

TO: SCHOOL BUSINESS OFFICE

FROM: Dr. Lara D. White

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

NAME OF SCHOOL REQUESTED: Wams

☐ Auditorium

☐ Gymnasium

☐ Swimming Pool

☒ Café/Rooms

Library Media

DATES REQUESTED: Wed, Nov. 1, 2023

FROM: 8-10 am/pm

TO: 1-3 am/pm

FOR THE FOLLOWING PURPOSES:

Trng for Bulldog administrators

  
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.

*Handwritten initials/signature in top left corner.*

SCHOOL PERSONNEL USE ONLY

DATE: 10/12/2023

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: November 9, 2023, \_\_\_\_\_ April 11, 2024 ✓  
FROM: 9:00 am/pm TO: 12:00 am/pm May 9, 2024 ✓

FOR THE FOLLOWING PURPOSES:

Parent Liaison meetings  
\_\_\_\_\_  
\_\_\_\_\_

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.



*Yach*

SCHOOL PERSONNEL USE ONLY

DATE: 10/24/23

TO: SCHOOL BUSINESS OFFICE

FROM: Elizabeth Sheehy

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

NAME OF SCHOOL REQUESTED: CHASE

☐ Auditorium

☒ Gymnasium

☐ Swimming Pool

☒ Café/Rooms

DATES REQUESTED: 2/24/24

FROM: 9:00 am/pm

TO: 2:00 am/pm

FOR THE FOLLOWING PURPOSES:

"Healthy Minds, Health Bodies" Inter-district  
Grant Program,

Ok by Lon Eldridge, Principal  
(L)

Elizabeth Sheehy  
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

OCT 26 2023

DATE: 10/20/2023

TO: SCHOOL BUSINESS OFFICE

FROM: Vira Boatright

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

NAME OF SCHOOL REQUESTED: Crosby High School

☐ Auditorium

☒ Gymnasium

☐ Swimming Pool

☐ Café/Rooms

DATES REQUESTED: April 11, 2024

FROM: 7:30 (am/pm) TO: 1:30 (am/pm)

FOR THE FOLLOWING PURPOSES:

District wide Financial Literacy fair  
Need 30 tables set up in "U" shape.

Diagram attached.

10- tables for legs on both sides = 20 tables

4- tables at top of "U"

Vira Boatright  
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.



THREE TABLES

TABLES TABLES TABLES TABLES

ONE SET OF BLEACHERS OPENED

TABLES TABLES TABLES TABLES

TABLES TABLES TABLES TABLES

THREE TABLES IN FRONT OF BLEACHERS

GYM ENTRANCE

*Back*

## SCHOOL PERSONNEL USE ONLY

DATE: October 27, 2023

TO: SCHOOL BUSINESS OFFICE

FROM: Parent Liaison Bryanna C Mead

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

NAME OF SCHOOL REQUESTED: F.J. Kingsbury



Auditorium



Gymnasium



Swimming Pool



Café/Rooms

DATES REQUESTED: Thursday November 30, 2023

FROM: 5 am/pm TO: 7 am/pm

FOR THE FOLLOWING PURPOSES:

Expo of support services with live vendors. Parents will be able to explore available services, apply and register on site. These support services offer help with factors that improve attendance, focus and performance

*Bryanna C Mead*

*Parent Liaison*

*F.J. Kingsbury*

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.

*Cancel Knights Cheerleaders*

## COMMITTEE ON BUILDINGS AND SCHOOL FACILITIES

**WORKSHOP:** Thursday, November 2, 2023  
**BOARD MEETING:** Thursday, November 9, 2023

**TO THE BOARD OF EDUCATION  
 WATERBURY, CONNECTICUT**

**LADIES AND GENTLEMEN:**

**With the approval of the Committee on School Facilities and Grounds, the Superintendent of Schools recommends approval of the use of school facilities by groups and organizations, subject to fees and insurance as required.**

<b>GROUP</b>	<b>FACILITIES AND DATES/TIMES</b>
Region 14/Nonnewaug H.S. D. Curtin, A.D.	Kennedy pool: Nov. 30, 2023 – Mar. 15, 2024 Monday thru Friday 6:00-7:30 pm (swim program)
Holy Cross H.S. M. Giampetruzzi, A.D.	Kennedy pool: Nov. 30, 2023 – Mar. 15, 2024 2:30 – 4:30 pm Monday thru Friday (swim program)
Mesivta Yesodel Hatorah Zev S. Bergman	Crosby pool: Saturdays Nov. 18, 2023 – Mar. 16, 2024 8:30pm – 10:00pm (after school swim program)

### **REQUESTING WAIVERS:**

Bunker Hill Sports Assoc. N. Meglio	Bunker Hill School gym: Saturdays 11-25-23 to 3-23-24 9:30am – 1:00pm (basketball program) (\$3,150.) Carrington gym: Saturdays 12-2-23 to 3-23-24 9:00am – 3:00pm (basketball program) (\$4,410.) West Side gym: Saturdays 12-16-23 to 3-16-24 9:00am – 1:00pm (basketball program) (\$2,520.)
Special Olympics D. Ford	Career Academy gym & café: Sat. March 23, 2024 7:30am - 5:00pm Kennedy gym & café: Sat. March 23, 2024 7:30am - 5:00pm West Side gym & café: Sat. March 24, 2024 7:30am – 5:00pm (\$2,646.)
Hoops 4 Life D. Fryer	West Side gym: Saturdays 11/11, 12/9, 1/13, 1/27, 2/10 2:00-4:00 pm (basketball program) (\$630.)

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

Bunker Hill Sports Assoc.	Bunker Hill gym: Mon-Fri. 11/20/23-3/20/24	5:30-8:30 pm
N. Meglio	Carrington gym: Mon-Fri. 11/13/23-3/22/24	5:00-9:00 pm
	West Side gym: Mondays 11/13/23-3/25/24	5:00-9:00 pm
	Maloney gym: Tues & Thurs 12/5/23-3/21/24	5:00-8:30 pm
Wtby. Patriots	Hopeville gym: Wednesdays 10/25/23 – 12/13/23	
M. Ricci	5:00-8:00 pm (cheerleading practice)	
Gilmartin Comm. Club	Gilmartin café: Tuesday, Nov. 14, 2023	7:00 – 9:00 pm
R. Barry	(monthly meeting)	

**MONIES COLLECTED TO DATE:**

**\$ 13,694.00**

**Approved:**

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**Ann Sweeney**

---

**Dr. Verna D. Ruffin**  
**Superintendent of Schools**

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 Declan Curtin NAME OF ORGANIZATION Norme Wang HS / Reg 14  
ADDRESS 5 Minortown Rd, Woodbury Ct 06798 TELEPHONE # (203) 263-6918  
(street) (city) (state) (zip code)  
SCHOOL REQUESTED Kennedy DATES 11/30/23 - 3/15/24 ROOM(S) Pool / Locker Room  
OPENING TIME 6pm CLOSING TIME 7:00 pm PURPOSE Swim practice & meets  
ADMISSION (if any) \_\_\_\_\_ CHARGE TO BE DEVOTED TO \_\_\_\_\_  
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 2 CHILDREN 20  
SIGNATURE OF APPLICANT \_\_\_\_\_ DATE 10/18/23

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

Abby Walsh, 36 Clearview Circle, Naugatuck, Ct 06710  
In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. \_\_\_\_\_ (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: \$73/HR plus 1 HR service

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

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

SECURITY DEPOSIT \$ 250 - 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



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 Holy Cross High School NAME OF ORGANIZATION Holy Cross High School  
ADDRESS 587 Oranola Rd (street) Waterbury (city) CT (state) 06708 (zip code) TELEPHONE # 203-757-9248  
SCHOOL REQUESTED Kennedy DATES 11-30-23 - 3-15-24 ROOM(S) Pool  
OPENING TIME 2:30 CLOSING TIME 4:30 PURPOSE Practice and Meets  
ADMISSION (if any) \_\_\_\_\_ CHARGE TO BE DEVOTED TO \_\_\_\_\_  
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 3 CHILDREN 20  
SIGNATURE OF APPLICANT [Signature] DATE 10-18-2023  
PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:

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

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

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

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

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

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.

*Monday  
Thru  
Friday*

*11/30/23 -  
3/15/24*

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



Zev S. Bergman

203-573-1801  
Ext. 4

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 Zev S. Bergman NAME OF ORGANIZATION Mesvta Yesodei Hatorah

ADDRESS 31 Ren Dr Naugatuck CT 06770 TELEPHONE # 203-573-1801 Ext 4  
(street) (city) (state) (zip code)

SCHOOL REQUESTED Croftby HS DATES See attached ROOM(S) Gym / Pool

OPENING TIME 8:30 PM CLOSING TIME 10:00 PM PURPOSE After School Program

ADMISSION (if any) N/A CHARGE TO BE DEVOTED TO N/A

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 3 Adult CHILDREN 70 under 18

SIGNATURE OF APPLICANT Z. Bergman DATE 10/1

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

Evan Nathan 168 Blue Ridge Dr Waterbury 06704 #203-759-8770

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. 38 (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: \$73/HR plus 1 HR SERVICE

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.

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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

**MESIVTA YESODEL HATORAH**

**ZEV S. BERGMAN**

**CROSBY POOL**

**SATURDAY NIGHTS      8:30 PM – 10:00 PM**

**DATES:**

**NOVEMBER 18, 25**

**DECEMBER 2, 16, 23, 30**

**JANUARY 13, 20**

**FEBRUARY 3, 10, 17**

**MARCH 2, 9, 16**

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 Nicholas Meglio NAME OF ORGANIZATION Bunker Hill Sports Assoc  
ADDRESS 145 Devonwood Drive, Waterbury, CT TELEPHONE # 203-206-7152  
(street) (city) (state) (zip code)  
SCHOOL REQUESTED Bunker Hill DATES Nov 25-Mar 23 Sat ROOM(S) Gym  
OPENING TIME 9:30am CLOSING TIME 1pm PURPOSE Basketball  
ADMISSION (if any) n/a CHARGE TO BE DEVOTED TO \_\_\_\_\_  
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 3 CHILDREN 25  
SIGNATURE OF APPLICANT [Signature] DATE 10-23-2023  
PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:  
Nick Meglio / 145 Devonwood Drive / 203-206-7152 BHS COACHES

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

SCHEDULE OF RATES: CUSTODIAL FEES:

\$42/HR plus 1 HR. SERVICE

① (\$3,150)

RENTAL FEES:

MISCELLANEOUS FEES:

SECURITY DEPOSIT \$ [Signature]

INSURANCE COVERAGE [Signature]

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

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

APPLICANT/ORGANIZATION: Bunker Hill Sports Assoc

Please check below specific item(s):

Building Usage Fees ☒

Custodial Fees ☒

SCHOOL/ROOMS REQUESTED: Bunker Hill / Gymnasium

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

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

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

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

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

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

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

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

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

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

DATE(S): Sat

TIMES: 9:30 am - 1pm

10-23-2023

Date

*Robert M. [Signature]*  
Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

\$ \_\_\_\_\_  
Building Usage Fees

\$ 3150.  
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

*Hook*

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 Nicholas Meglio NAME OF ORGANIZATION Bunker Hill Sports Assoc.  
ADDRESS 145 Devonwood Drive, Waterbury CT 06708 TELEPHONE # 203-206-7152  
(street) (city) (state) (zip code)  
SCHOOL REQUESTED Carrington DATES Dec 2nd - March 23rd SAT ROOM(S) GYM  
OPENING TIME 9am CLOSING TIME 3:00pm PURPOSE Basketball  
ADMISSION (if any) n/a CHARGE TO BE DEVOTED TO \_\_\_\_\_  
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 10 CHILDREN 40-50  
SIGNATURE OF APPLICANT Nick Meglio DATE 10-23-2023  
PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:  
Nick Meglio / 145 Devonwood Drive / 203-206-7152 BHSA Coaches

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. M (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: \$42/HR plus 1 HR SERVICE (1) (\$4,410)  
RENTAL FEES: \_\_\_\_\_  
MISCELLANEOUS FEES: \_\_\_\_\_

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

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

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

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

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

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

White-Permittee Goldenrod-School Business Office Pink-Principal Blue-Custodian

*Saturday*  
*Dec. 2nd*  
*to*  
*Mar. 23rd*



USE OF SCHOOL FACILITIES  
WAIVER REQUEST

(to be submitted with Building Permit)

APPLICANT/ORGANIZATION: Bunker Hill Sports Association

Please check below specific item(s):

Building Usage Fees ☒

Custodial Fees ☒

SCHOOL/ROOMS REQUESTED: Carrington / Gymnasium

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

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

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

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

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

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

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

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

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

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

DATE(S): Sat

TIMES: 9am - 3pm

10-23-2023

Date

[Signature]  
Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

\$

Building Usage Fees

\$

4,410.  
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  
326 GRAND ST., WATERBURY, CT 06702  
USE OF BUILDING PERMIT  
TYPE OR USE PEN AND PRESS FIRMLY

CONTRACT#

APPLICANT Nicholas Meglio NAME OF ORGANIZATION Bunker Hill Sports Assoc  
ADDRESS 145 Devonwood Drive, Waterbury, CT TELEPHONE # 203-206-7152  
(street) (city) (state) (zip code)  
SCHOOL REQUESTED WSMS DATES Dec 16th - Mar 23 Sat ROOM(S) Gym  
OPENING TIME 9am CLOSING TIME 1pm PURPOSE Basketball  
ADMISSION (if any) n/a CHARGE TO BE DEVOTED TO \_\_\_\_\_  
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 4-5 pr hr CHILDREN 20-25 pr hr  
SIGNATURE OF APPLICANT [Signature] DATE 10-23-2023

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:  
Nick Meglio / 145 Devonwood Dr, Waterbury / 203-206-7152 BHS COACHES

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. m (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: \$42/HR. plus 1 HR SERVICE 12 (\$2,520)

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

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



APPLICANT/ORGANIZATION: Bunker Hill Sports Assoc

Please check below specific item(s):

Building Usage Fees ☒

Custodial Fees ☒

SCHOOL/ROOMS REQUESTED: WSMS

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

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

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

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

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

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

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

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

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

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

DATE(S): Sat

TIMES: 9am - 1pm

10-23-23

Date

*Robert M. [Signature]*  
Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

\$ \_\_\_\_\_  
Building Usage Fees

\$ 2,520.-  
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#

APPLICANT Derrick Ford NAME OF ORGANIZATION Special Olympics  
ADDRESS 2666 State St Hamden CT 06517 TELEPHONE # 203-230-1201 X 272  
(street) (city) (state) (zip code)  
SCHOOL REQUESTED Carver H.S DATES March 23rd ROOM(S) Gym and Cafe  
OPENING TIME 7:30am CLOSING TIME 5:00pm PURPOSE Basketball Tournament  
ADMISSION (if any) NONE CHARGE TO BE DEVOTED TO —  
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 150 CHILDREN —  
SIGNATURE OF APPLICANT Derrick Ford DATE 10-2-2023  
PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:

Same as above

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

SCHEDULE OF RATES: CUSTODIAL FEES:

\$42/HR. plus 1 HR service per cust. (2) \$882.-

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. 597-3462

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

KITCHEN FACILITIES CAN NOT BE USED BY GROUPS WITHOUT SUPERVISION - PLEASE CALL THE FOOD SERVICE 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

USE OF SCHOOL FACILITIES  
WAIVER REQUEST

(to be submitted with the Building Permit)



APPLICANT/ORGANIZATION: Special Olympics

Please check below specific item(s):

Building Usage Fees ☒

Custodial Fees ☒

SCHOOL/ROOMS REQUESTED: Career H.S.

DATE(S): March 23<sup>rd</sup>

TIMES: 7:30am - 5pm

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

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

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

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

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

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

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

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

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

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

10-2-2023  
Date

Derrick Ford  
Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

\$ \_\_\_\_\_  
Building Usage Fees

\$ 882.00  
Custodial Fees

\$ \_\_\_\_\_  
Security Deposit

BOARD USE ONLY

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

ATTEST: \_\_\_\_\_  
Clerk, Board of Education



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 Derrick Ford NAME OF ORGANIZATION Special Olympics  
ADDRESS 2666 State St Hamden CT 06517 TELEPHONE # 203-230-1201 X 272  
(street) (city) (state) (zip code)  
SCHOOL REQUESTED Kennedy H.S DATES March 23rd ROOM(S) Gym and Cafe  
OPENING TIME 7:30am CLOSING TIME 5:00pm PURPOSE Basketball Tournament  
ADMISSION (if any) NONE CHARGE TO BE DEVOTED TO \_\_\_\_\_  
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 150 CHILDREN \_\_\_\_\_  
SIGNATURE OF APPLICANT Derrick Ford DATE 10-02-2023

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

Same as above

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

SCHEDULE OF RATES: CUSTODIAL FEES: \$42/HR, plus 1 HR SERVICE PER CUST. (2) (\$882.)

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.

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

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

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

APPROVAL DATE \_\_\_\_\_

SCHOOL BUSINESS OFFICE

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

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



APPLICANT/ORGANIZATION: Special Olympics

Please check below specific item(s):

Building Usage Fees ☒

Custodial Fees ☒

SCHOOL/ROOMS REQUESTED: Kennedy H.S.

DATE(S): March 23rd

TIMES: 7:30am - 5pm

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

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

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

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

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

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

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

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

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

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

10-2-2023  
Date

Derrick Ford  
Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

\$

Building Usage Fees

\$

882.00

Custodial Fees

\$

Security Deposit

BOARD USE ONLY

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

ATTEST: \_\_\_\_\_

Clerk, Board of Education



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 Derrick Ford NAME OF ORGANIZATION Special Olympics  
ADDRESS 2666 State St Hamden CT 06517 TELEPHONE # 203-230-1201 X 272  
(street) (city) (state) (zip code)  
SCHOOL REQUESTED West Side DATES March 23rd ROOM(S) Gym and Cafe  
OPENING TIME 7:30 am CLOSING TIME 5:00 pm PURPOSE Basketball Tournament  
ADMISSION (if any) NONE CHARGE TO BE DEVOTED TO \_\_\_\_\_  
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 150 CHILDREN \_\_\_\_\_  
SIGNATURE OF APPLICANT Derrick Ford DATE 10-2-2023

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

Same as above

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

SCHEDULE OF RATES: CUSTODIAL FEES:

\$42/HR. plus 1 HR. SERVICE PER CUST. (2) (\$82.)

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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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

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



APPLICANT/ORGANIZATION: Special Olympics

Please check below specific item(s):

Building Usage Fees ☒

Custodial Fees ☒

SCHOOL/ROOMS REQUESTED: West Side

DATE(S): March 23<sup>rd</sup>

TIMES: 2:30am - 5pm

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

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

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

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

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

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

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

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

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

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

10-2-2023

Date

Denick For

Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

\$

Building Usage Fees

\$ 882.00

Custodial Fees

\$

Security Deposit

BOARD USE ONLY

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

ATTEST: \_\_\_\_\_

Clerk, Board of Education



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 DENEEN FRYER NAME OF ORGANIZATION Hoops4Life Inc.

ADDRESS 232 N. Elm Street Waterbury CT 06702 TELEPHONE # 203 232-4578  
(street) (city) (state) (zip code)

SCHOOL REQUESTED West Side Middle DATES See Attachment ROOM(S) Gym

OPENING TIME 2:00 p CLOSING TIME 4:00 p PURPOSE Basketball

ADMISSION (if any) 9 CHARGE TO BE DEVOTED TO 0

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 25 CHILDREN 20

SIGNATURE OF APPLICANT Deneen Fryer DATE 10/24/2023

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:  
Randy Brooks 4 Orange Street Waterbury (203) 437-2205 / Deneen Fryer (203) 232-4578

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. DP (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: \$42/HR plus 1 HR service (1) (\$630)

RENTAL FEES:

MISCELLANEOUS FEES:

SECURITY DEPOSIT \$ 0 INSURANCE COVERAGE YES 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. 574-8963 FIRE DEPT. 597-3452

ALL 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.

*Hook*

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

APPLICANT/ORGANIZATION: HOOPS4Cte, Inc.

Please check below specific item(s):

Building Usage Fees ☐

Custodial Fees ☐

SCHOOL/ROOMS REQUESTED: WEST SIDE MIDDLE School Gym

DATE(S): Nov 11, Saturdays

TIMES: 2p - 4p

DATE(S): Dec 9 "

TIMES: 2p - 4p

DATE(S): Jan 13 "

TIMES: 2p - 4p

DATE(S): Jan 27 "

TIMES: 2p - 4p

DATE(S): Feb 10 "

TIMES: 2p - 4p

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

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

Oct 24 - 2023

Date

[Signature]  
Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

\$

Building Usage Fees

\$ 630.00

Custodial Fees

\$

Security Deposit

BOARD USE ONLY

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

ATTEST \_\_\_\_\_

Clerk, Board of Education

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

CONTRACT#

Book

APPLICANT Nicholas Meglio NAME OF ORGANIZATION Bunker Hill Sports Assoc  
ADDRESS 145 Devonwood Drive, Waterbury, CT TELEPHONE # 203-206-7152  
(street) (city) (state) (zip code)  
SCHOOL REQUESTED Bunker Hill DATES Nov20 - Mar20 Mon-Fri ROOM(S) Gym  
OPENING TIME 5:30pm CLOSING TIME 8:30pm PURPOSE Basketball  
ADMISSION (if any) n/a CHARGE TO BE DEVOTED TO \_\_\_\_\_  
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 2-3 per hr CHILDREN 15-20 per hour  
SIGNATURE OF APPLICANT Nick Meglio DATE 10-23-2023  
PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:  
Nick Meglio / 145 Devonwood Drive / 203-206-7152 BHS COACHES

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. m (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)

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

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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

*Mandy  
Shan  
Friday*

*11-20-23  
To  
3-20-24*



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 Nicholas Meglio NAME OF ORGANIZATION Bunker Hill Sports Assoc.  
ADDRESS 145 Devonwood Drive, Waterbury CT 06708 TELEPHONE # 203-206-7152  
(street) (city) (state) (zip code)  
SCHOOL REQUESTED Carrington DATES Nov 13 - March 23 Mon-Fri ROOM(S) GYM  
OPENING TIME 5:00pm CLOSING TIME 9:00pm PURPOSE Basketball  
ADMISSION (if any) n/a CHARGE TO BE DEVOTED TO \_\_\_\_\_  
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 2-5 per hr CHILDREN 20-25 per hr  
SIGNATURE OF APPLICANT Nick Meglio DATE 10-23-2023  
PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:  
Nick Meglio 145 Devonwood Drive 203-206-7152 BHSA Coaches

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. M (PLEASE INITIAL)

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

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

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

SECURITY DEPOSIT \$ \_\_\_\_\_ INSURANCE COVERAGE X 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

*Monday  
Thru  
Friday  
Nov. 13<sup>th</sup>  
to  
Mar. 22<sup>nd</sup>*



Track

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

CONTRACT#

APPLICANT Nicholas Meglio NAME OF ORGANIZATION Bunker Hill Sports Assoc  
ADDRESS 145 Devonwood Drive, Waterbury, CT TELEPHONE # 203-206-7152  
(street) (city) (state) (zip code)  
SCHOOL REQUESTED WSMS DATES MON Nov 13th-Mar 25th ROOM(S) Gym  
OPENING TIME 5pm CLOSING TIME 9pm PURPOSE Basketball  
ADMISSION (if any) n/a CHARGE TO BE DEVOTED TO \_\_\_\_\_  
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 3-4 pr hr CHILDREN 20-25 pr hr  
SIGNATURE OF APPLICANT Nicholas Meglio DATE 10-23-2023  
PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:  
Nick Meglio / 145 Devonwood Dr / 203-206-7152 BHSA COACHES

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. m (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)

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

Monday

11-13-23  
To  
3-25-24

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

CONTRACT#

APPLICANT Nicholas Meglio NAME OF ORGANIZATION Bunker Hill Sports Assoc  
ADDRESS 145 Devonwood Drive, Waterbury, CT TELEPHONE # 203-206-7152  
(street) (city) (state) (zip code)  
SCHOOL REQUESTED Maloney DATES Tues & Thurs Nov 21 - March 21 ROOM(S) Gym  
OPENING TIME 5:00 CLOSING TIME 8:30 PURPOSE Basketball  
ADMISSION (if any) n/a CHARGE TO BE DEVOTED TO \_\_\_\_\_  
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 3-4 CHILDREN 20-25  
SIGNATURE OF APPLICANT Nick Meglio DATE 10-23-2023  
PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:  
Nick Meglio / 145 Devonwood Drive / 203-206-7152 BHSA COACHES

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

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

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

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

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

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

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 Meagan Ricci NAME OF ORGANIZATION Waterbury Patriots  
ADDRESS 29 Arch St Waterbury CT 06710 TELEPHONE # 203-802-8612  
(street) (city) (state) (zip code)  
SCHOOL REQUESTED Hopeville DATES 10/25 - 12/12/23 ROOM(S) Gym  
OPENING TIME 5 pm CLOSING TIME 8 pm PURPOSE Cheerleading Practice  
ADMISSION (if any) \_\_\_\_\_ CHARGE TO BE DEVOTED TO N/A  
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 2 CHILDREN 10  
SIGNATURE OF APPLICANT Meagan Ricci DATE 10-20-23  
PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:

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

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

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

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

SECURITY DEPOSIT \$ \_\_\_\_\_ INSURANCE COVERAGE 1 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.

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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.

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 Ruth Barry NAME OF ORGANIZATION GilmarTin Community Club  
ADDRESS 109 Long Meadow Drive 06706 TELEPHONE # 755-1652  
(street) (city) (state) (zip code)  
SCHOOL REQUESTED GilmarTin DATES Tues. Nov. 14<sup>th</sup> ROOM(S) Cafe  
OPENING TIME 7 pm CLOSING TIME 9 pm PURPOSE meeting  
ADMISSION (if any) — CHARGE TO BE DEVOTED TO —  
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 15-20 CHILDREN —  
SIGNATURE OF APPLICANT Ruth Barry DATE 10-19-23  
PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION: \*

SAME

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. RB (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)  
IF SCHOOL IS CANCELLED FOR SNOW OR ANY OTHER REASON - ALL ACTIVITIES ARE CANCELLED ALSO.  
THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.  
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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  
ALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE: A 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 574-6210 TO ARRANGE FOR A FOOD SERVICE PERSON (FOR WHICH THERE WILL BE AN EXTRA CHARGE).  
PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.  
I AM AGREEED THAT REGULATIONS ADOPTED BY THE BOARD OF EDUCATION FOR USE OF SCHOOL BUILDINGS WILL BE RIGIDLY ENFORCED.

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

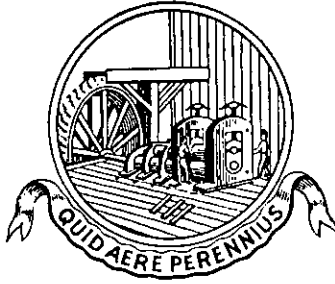
CHECKS OR MONEY ORDERS FOR FEES SHOULD BE MADE OUT TO THE BOARD OF EDUCATION AND MAILED TO THE SCHOOL BUSINESS OFFICE. NO CASH WILL BE ACCEPTED.



# COMMUNICATIONS



October 4, 2023 through  
October 31, 2023



236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury  
**Connecticut**  
*Department of Human Resources*  
Office of the Civil Service Commission

September 25, 2023

Gaeley Etienne  
255 Citizens Ave.  
Waterbury, CT 06704

Dear Mr. Etienne:

We are pleased to receive your acceptance of our offer of temporary and at will employment for the position of Temporary Maintainer I (Req #2022437) for the Department of Education.

In this position your starting compensation will be \$17.24 per hour for a total of 40 hours per week. Please be advised that this offer is for a period of time not to exceed twelve (12) months in duration.

Your first day reporting to the Department of Education will be September 28, 2023.

We look forward to working with you.

Again, welcome to the City of Waterbury.

Sincerely,

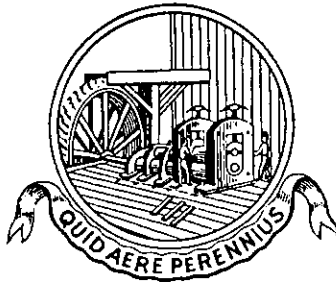
***Nicholle West***

Nicholle West  
Human Resources Generalist

NW/sd

cc: Board of Education  
Dr. Ruffin, Supt. of Schools  
Mike Konopka, School Inspector  
file





236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury  
**Connecticut**  
*Department of Human Resources*  
Office of the Civil Service Commission

September 26, 2023

Hugh Aird  
68 Honey Hill Rd.  
Watertown, CT 06795

Dear Mr. Aird:

Your name is being certified to the Department of Education for the position of Teaching Vice-Principal @ Enlightenment School (Req#20240212) (salary in accordance with the WTA contract).

Please call Christina Moore, Principal @ Enlightenment School to discuss the details of the position. The telephone number is (203) 574-8050.

Failure to call the above named individual by October 3, 2023 will result in your name being removed from the eligibility list.

Under the Civil Service Rules, your name will be removed from the eligibility list if you refuse this offer of appointment unless, within seven days from today, you furnish satisfactory evidence acceptable to me justifying such refusal. Please call the Civil Service Office at (203) 574-6761 if you are not interested in the position so that another candidate can be certified. If you have any questions, please do not hesitate to contact us.

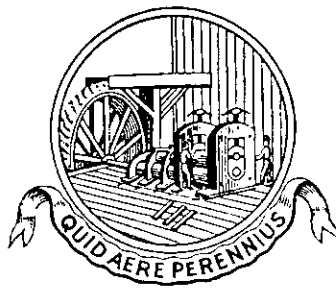
Sincerely,

***Nicholle West***

Nicholle West  
Human Resources Generalist

NW/sd

cc: Board of Education  
Dr. Ruffin, Supt. of Schools  
Christina Moore, Princ @ Enlightenment Schl  
file



236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury  
**Connecticut**  
*Department of Human Resources*  
Office of the Civil Service Commission

October 2, 2023

Angel Torres  
1370 Highland Ave., Apt. #3  
Waterbury, CT 06705

Dear Mr. Torres:

Your name is being certified to the Department of Education for the position of Maintainer I (Req. #20240424 pending approval) at \$17.24 per hour.

Your official start date in this position was September 28, 2023.

Under the Civil Service Rules, your name will be removed from the eligibility list if you refuse this offer of appointment unless, within seven days from today, you furnish satisfactory evidence acceptable to me justifying such refusal. Please call the Civil Service Office at (203) 574-6761 if you are not interested in the position so that another candidate can be certified. If you have any questions, please do not hesitate to contact us.

*Your new probationary period in accordance with your applicable contract will be 9 months in duration. The department head will be responsible for executing your probationary evaluation no later than 9 months from your first day in your new position.*

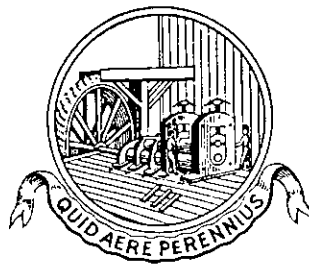
Sincerely,

***Nicholle West***

Nicholle West  
Human Resources Generalist

NW/sd

cc: Board of Education  
Dr. Ruffin, Supt. of Schools  
Mike Konopka, School Inspector  
File



236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury  
**Connecticut**

*Department of Human Resources*  
Office of the Civil Service Commission

October 2, 2023

Blanca Camacho  
312 Elm St., 2<sup>nd</sup> Fl.  
Meriden, CT 06450

Dear Ms. Camacho:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Maintainer I (Req. #20240425 pending approval) at \$17.24 per hour. Please contact Michal Konopka, School Inspector at (203) 574-8000 ext. 11221 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, October 12, 2023 at 9:00 a.m. at the Department of Education Training Room located at 236 Grand Street, 2<sup>nd</sup> Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be October 5, 2023 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

Please call us prior to the orientation session if you should have any questions regarding the process.

***Your new probationary period in accordance with your applicable contract will be 9 months in duration. The department head will be responsible for executing your probationary evaluation no later than 9 months from your first day in your new position.***

Again, welcome to the City of Waterbury.

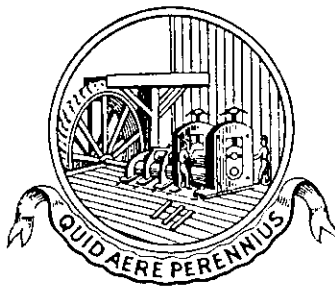
Sincerely,

***Nicholle West***

Nicholle West  
Human Resources Generalist

NW/sd

cc Board of Education  
Dr. Ruffin, Supt. of Schools  
Mike Konopka, School Inspector  
file



236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury  
**Connecticut**  
*Department of Human Resources*  
Office of the Civil Service Commission

October 2, 2023

Marcus Powell  
562 Hinman Rd.  
Watertown, CT 06795

Dear Mr. Powell:

Your name is being certified to the Department of Education for the position of Custodian Supervisor (Req. #20240233) at \$28.26 per hour.

Your official start date in this position will be October 5, 2023.

Please contact Michael Konopka, School Inspector at (203) 574-8000 ext. 11221 with any questions you may have in regards to this position.

Under the Civil Service Rules, your name will be removed from the eligibility list if you refuse this offer of appointment unless, within seven days from today, you furnish satisfactory evidence acceptable to me justifying such refusal. Please call the Civil Service Office at (203) 574-6761 if you are not interested in the position so that another candidate can be certified. If you have any questions, please do not hesitate to contact us.

*Your new probationary period in accordance with your applicable contract will be 3 months in duration. The department head will be responsible for executing your probationary evaluation no later than 3 months from your first day in your new position.*

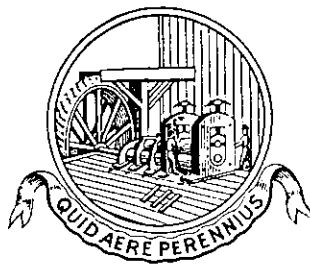
Sincerely,

***Nicholle West***

Nicholle West  
Human Resources Generalist

NW/sd

cc: Board of Education  
Dr. Ruffin, Supt. of Schools  
Mike Konopka, School Inspector  
File



236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury  
**Connecticut**

*Department of Human Resources*  
Office of the Civil Service Commission

October 2, 2023

Michael Mendez  
32 Young St, Apt. 3  
Waterbury, CT 06704

Dear Mr. Mendez:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Maintainer I (Req. #20240422 pending approval) at \$17.24 per hour. Please contact Michal Konopka, School Inspector at (203) 574-8000 ext. 11221 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, October 12, 2023 at 9:00 a.m. at the Department of Education Training Room located at 236 Grand Street, 2<sup>nd</sup> Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be October 5, 2023 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

Please call us prior to the orientation session if you should have any questions regarding the process.

***Your new probationary period in accordance with your applicable contract will be 9 months in duration. The department head will be responsible for executing your probationary evaluation no later than 9 months from your first day in your new position.***

Again, welcome to the City of Waterbury.

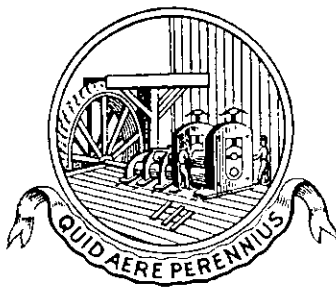
Sincerely,

***Nicholle West***

Nicholle West  
Human Resources Generalist

NW/sd

cc Board of Education  
Dr. Ruffin, Supt. of Schools  
Mike Konopka, School Inspector  
file



236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury  
**Connecticut**  
*Department of Human Resources*  
Office of the Civil Service Commission

October 2, 2023

Monah Anderson  
119 Store Ave., Apt. 3H  
Waterbury, CT 06705

Dear Ms. Anderson:

We are pleased to receive your acceptance of our offer of employment for the position of Food Service Worker for the Department of Education – Food Service (Requisition #20240366) at \$16.81 per hour.

This is a part-time position working in the Waterbury School System 10 months a year during school hours up to 19 hours per week.

This position does not provide health insurance benefits. Please refer to the CSEA – LOCAL 2001 contract for other available fringe benefits by visiting our website at [www.waterburyct.org](http://www.waterburyct.org).

We have scheduled your orientation for Thursday, October 12 2023 at 9:15 a.m. at the Board of Education Training Room located in the Chase Municipal Building, 236 Grand Street, 2<sup>nd</sup> Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be October 5, 2023 at your regular scheduled time.

Please call Judith Booth at 203-574-8195 with any questions you may have in regards to this position.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork.

Please call us prior to the orientation session if you should have any questions regarding the process.

We look forward to working with you.

Again, welcome to the City of Waterbury.

Sincerely,

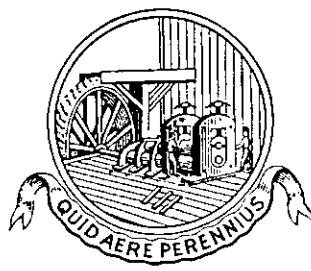
***Nicholle West***

Nicholle West  
Human Resource Generalist

NW/sd

cc: Board of Education  
Dr. Ruffin, Supt. of Schools  
Linda Franzese, Food Serv. Director  
file





236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury  
**Connecticut**  
*Department of Human Resources*  
Office of the Civil Service Commission

October 2, 2023

Carlos Alejandro  
119 Middle St., Apt. 3S  
Waterbury, CT 06706

Dear Mr. Alejandro:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Maintainer I (Req. #20240402 pending approval) at \$17.24 per hour. Please contact Michal Konopka, School Inspector at (203) 574-8000 ext. 11221 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, October 12, 2023 at 9:00 a.m. at the Department of Education Training Room located at 236 Grand Street, 2<sup>nd</sup> Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be October 5, 2023 at your regular scheduled time.

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Please call us prior to the orientation session if you should have any questions regarding the process.

***Your new probationary period in accordance with your applicable contract will be 9 months in duration. The department head will be responsible for executing your probationary evaluation no later than 9 months from your first day in your new position.***

Again, welcome to the City of Waterbury.

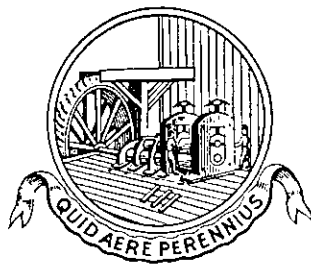
Sincerely,

***Nichelle West***

Nicholle West  
Human Resources Generalist

NW/sd

cc Board of Education  
Dr. Ruffin, Supt. of Schools  
Mike Konopka, School Inspector  
file



236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury  
**Connecticut**

*Department of Human Resources*  
Office of the Civil Service Commission

October 2, 2023

Camden Garcia  
64 Dalton St.  
Oakville, CT 06779

Dear Mr. Garcia:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Maintainer I (Req. #20240421 pending approval) at \$17.24 per hour. Please contact Michal Konopka, School Inspector at (203) 574-8000 ext. 11221 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, October 12, 2023 at 9:00 a.m. at the Department of Education Training Room located at 236 Grand Street, 2<sup>nd</sup> Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be October 5, 2023 at your regular scheduled time.

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Please call us prior to the orientation session if you should have any questions regarding the process.

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Again, welcome to the City of Waterbury.

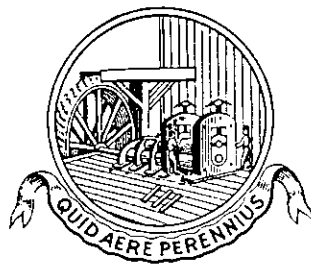
Sincerely,

***Nichelle West***

Nicholle West  
Human Resources Generalist

NW/sd

cc Board of Education  
Dr. Ruffin, Supt. of Schools  
Mike Konopka, School Inspector  
file



236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury  
**Connecticut**  
*Department of Human Resources*  
Office of the Civil Service Commission

October 2, 2023

Matthew Tischler  
28 Frederick St.  
Naugatuck, CT 06770

Dear Mr. Tischler:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Maintainer I (Req. #20240107 pending approval) at \$17.24 per hour. Please contact Michal Konopka, School Inspector at (203) 574-8000 ext. 11221 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, October 12, 2023 at 9:00 a.m. at the Department of Education Training Room located at 236 Grand Street, 2<sup>nd</sup> Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be October 5, 2023 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

Please call us prior to the orientation session if you should have any questions regarding the process.

*Your new probationary period in accordance with your applicable contract will be 9 months in duration. The department head will be responsible for executing your probationary evaluation no later than 9 months from your first day in your new position.*

Again, welcome to the City of Waterbury.

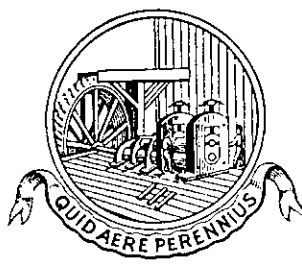
Sincerely,

***Nicholle West***

Nicholle West  
Human Resources Generalist

NW/sd

cc Board of Education  
Dr. Ruffin, Supt. of Schools  
Mike Konopka, School Inspector  
file



236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury  
**Connecticut**

*Department of Human Resources*  
Office of the Civil Service Commission

October 10, 2023

Michelle Rosa Marrero  
223 Wolcott St.  
Waterbury, CT 06705

Dear Ms. Rosa Marrero:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Paraprofessional I (Req. #2023888) at \$18.20 per hour. Please contact Wendy Johns, Provisional Director of Pupil Services at (203) 574-8019 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, October 12, 2023 at 9:00 a.m. at the Department of Education Training Room located at 236 Grand Street, 2<sup>nd</sup> Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be October 19, 2023 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

Please call us prior to the orientation session if you should have any questions regarding the process.

***Your new probationary period in accordance with your applicable contract will be 6 months in duration. The department head will be responsible for executing your probationary evaluation no later than 6 months from your first day in your new position.***

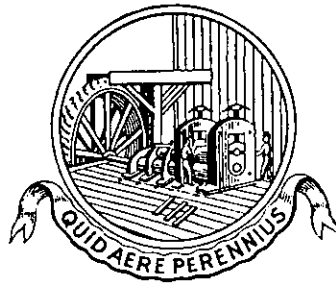
Again, welcome to the City of Waterbury.

Sincerely,

***Nicholle West***

Nicholle West  
Human Resources Generalist  
NW/sd

cc Board of Education  
Dr. Ruffin, Supt. of Schools  
Wendy Johns, Prov. Director of Pupil Serv.  
file



236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury  
**Connecticut**  
*Department of Human Resources*  
Office of the Civil Service Commission

October 11, 2023

Jennifer Rosa  
89 Chipman St., #1  
Waterbury, CT 06708

Dear Ms. Rosa:

Your name is being certified to the Department of Education for the position of Teaching Vice-Principal @ North End Middle School (Req.#2021775E) (salary in accordance with the WTA contract).

Your official start date in this position is October 19, 2023.

Under the Civil Service Rules, your name will be removed from the eligibility list if you refuse this offer of appointment unless, within seven days from today, you furnish satisfactory evidence acceptable to me justifying such refusal. Please call the Civil Service Office at (203) 574-6761 if you are not interested in the position so that another candidate can be certified. If you have any questions, please do not hesitate to contact us.

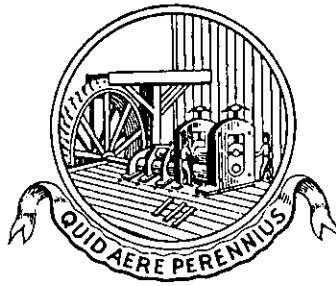
Sincerely,

***Nicholle West***

Nicholle West  
Human Resources Generalist

NW/sd

cc: Board of Education  
Dr. Ruffin, Supt of Schools  
, Principal @ NEMS  
file



236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury  
**Connecticut**  
*Department of Human Resources*  
Office of the Civil Service Commission

October 11, 2023

Adriana Terenzi  
29 Lisbon St.  
Watertown, CT 06795

Dear Ms. Terenzi:

Your name is being certified to the Department of Education for the position of Teaching Vice-Principal @ North End Middle School (Req.#2021775D) (salary in accordance with the WTA contract).

Your official start date in this position is October 12, 2023.

Under the Civil Service Rules, your name will be removed from the eligibility list if you refuse this offer of appointment unless, within seven days from today, you furnish satisfactory evidence acceptable to me justifying such refusal. Please call the Civil Service Office at (203) 574-6761 if you are not interested in the position so that another candidate can be certified. If you have any questions, please do not hesitate to contact us.

Sincerely,

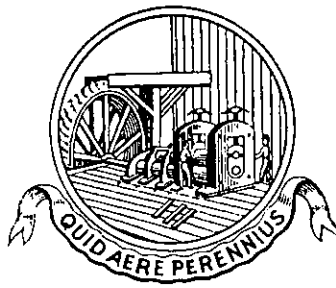
***Nicholle West***

Nicholle West  
Human Resources Generalist

NW/sd

cc: Board of Education  
Dr. Ruffin, Supt of Schools  
, Principal @ NEMS  
file





236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury  
**Connecticut**  
*Department of Human Resources*  
Office of the Civil Service Commission

October 11, 2023

Venis Patterson  
72 Hewlett St.  
Waterbury, CT 06710

Dear Ms. Patterson:

We are pleased to receive your acceptance of our offer of employment for the position of Food Service Worker for the Department of Education – Food Service (Requisition #20240366) at \$16.81 per hour.

This is a part-time position working in the Waterbury School System 10 months a year during school hours up to 19 hours per week.

This position does not provide health insurance benefits. Please refer to the CSEA – LOCAL 2001 contract for other available fringe benefits by visiting our website at [www.waterburyct.org](http://www.waterburyct.org).

We have scheduled your orientation for Thursday, October 26, 2023 at 9:15 a.m. at the Department of Education Training Room located at 236 Grand Street, 2<sup>nd</sup> Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be October 19, 2023 at your regular scheduled time.

Please call Judith Booth at 203-574-8195 with any questions you may have in regards to this position.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork.

Please call us prior to the orientation session if you should have any questions regarding the process.

We look forward to working with you.

Again, welcome to the City of Waterbury.

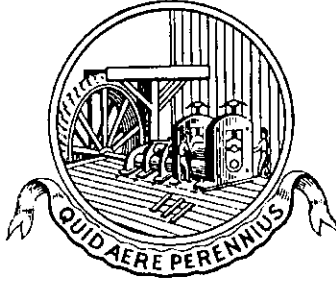
Sincerely,

***Nicholle West***

Nicholle West  
Human Resource Generalist

NW/sd

cc: Board of Education  
Dr. Ruffin, Supt. of Schools  
Linda Franzese, Food Serv. Director  
file



236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury  
**Connecticut**  
*Department of Human Resources*  
Office of the Civil Service Commission

October 11, 2023

Darlens Etienne  
16 Wall St.  
Waterbury, CT 06706

Dear Mr. Etienne:

We are pleased to receive your acceptance of our offer of temporary and at will employment for the position of Temporary Maintainer I (Req #2023660) for the Department of Education.

In this position your starting compensation will be \$17.24 per hour for a total of 40 hours per week. Please be advised that this offer is for a period of time not to exceed twelve (12) months in duration.

Your first day reporting to the Department of Education will be October 19, 2023.

We look forward to working with you.

Again, welcome to the City of Waterbury.

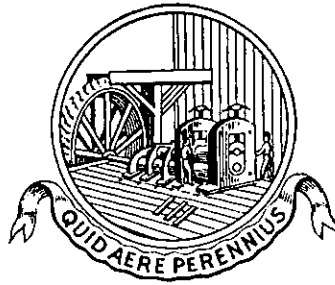
Sincerely,

***Nicholle West***

Nicholle West  
Human Resources Generalist

NW/sd

cc: Board of Education  
Dr. Ruffin, Supt. of Schools  
Mike Konopka, School Inspector  
file



236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury  
**Connecticut**

*Department of Human Resources*  
Office of the Civil Service Commission

October 12, 2023

Gaeley Etenne  
255 Citizens Ave.  
Waterbury, CT 06704

Dear Mr. Etienne:

Welcome to employment with the City of Waterbury. Your name is being certified to the Education Department for the position of Maintainer 1 (Req. #20240426) at \$17.24 per hour. Please contact Michal Konopka, School Inspector at (203) 574-8000 ext 11221 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, October 26, 2023 at 9:00 a.m. at the Department of Education Training Room located at 236 Grand Street, 2<sup>nd</sup> Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be October 19, 2023 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

Please call us prior to the orientation session if you should have any questions regarding the process.

*Your new probationary period in accordance with your applicable contract will be 9 months in duration. The department head will be responsible for executing your probationary evaluation no later than 9 months from your first day in your new position.*

Again, welcome to the City of Waterbury.

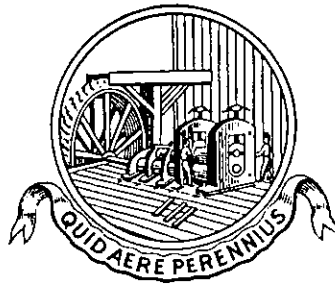
Sincerely,

***Nicholle West***

Nicholle West  
Human Resources Generalist

NW/sd

cc Board of Education  
Dr. Ruffin, Supt. of Schools  
Michal Konopka, School Insp  
File



236 Grand Street  
Waterbury, CT 06702

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The City of Waterbury  
**Connecticut**  
*Department of Human Resources*  
Office of the Civil Service Commission

October 12, 2023

Dwayne Thompson  
13 Byrneside Ave., Apt. 13  
Waterbury, CT 06704

Dear Mr. Thompson:

Welcome to employment with the City of Waterbury. Your name is being certified to the Education Department for the position of Maintainer I (Req. #20240429) at \$17.24 per hour. Please contact Michal Konopka, School Inspector at (203) 574-8000 ext 11221 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, October 26, 2023 at 9:00 a.m. at the Department of Education Training Room located at 236 Grand Street, 2<sup>nd</sup> Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be October 19, 2023 at your regular scheduled time.

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Please call us prior to the orientation session if you should have any questions regarding the process.

***Your new probationary period in accordance with your applicable contract will be 9 months in duration. The department head will be responsible for executing your probationary evaluation no later than 9 months from your first day in your new position.***

Again, welcome to the City of Waterbury.

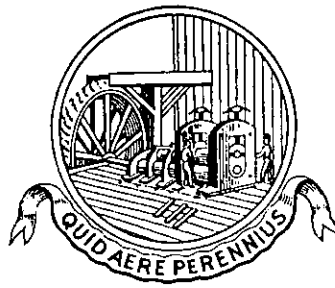
Sincerely,

***Nicholle West***

Nicholle West  
Human Resources Generalist

NW/sd

cc Board of Education  
Dr. Ruffin, Supt. of Schools  
Michal Konopka, School Insp  
File



236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury  
**Connecticut**

*Department of Human Resources*  
Office of the Civil Service Commission

October 12, 2023

Emory Slade  
129 Griggs St., Apt. 1  
Waterbury, CT 06704

Dear Mr. Slade:

Welcome to employment with the City of Waterbury. Your name is being certified to the Education Department for the position of Maintainer I (Req. #20240428) at \$17.24 per hour. Please contact Michal Konopka, School Inspector at (203) 574-8000 ext 11221 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, October 26, 2023 at 9:00 a.m. at the Department of Education Training Room located at 236 Grand Street, 2<sup>nd</sup> Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be October 19, 2023 at your regular scheduled time.

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Again, welcome to the City of Waterbury.

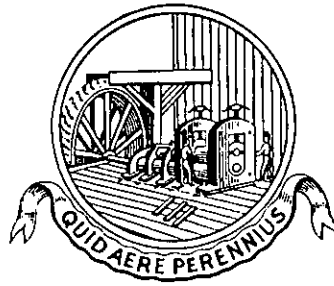
Sincerely,

***Nicholle West***

Nicholle West  
Human Resources Generalist

NW/sd

cc Board of Education  
Dr. Ruffin, Supt. of Schools  
Michal Konopka, School Insp  
File



236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury  
**Connecticut**

*Department of Human Resources*  
Office of the Civil Service Commission

October 12, 2023

Jennifer Rodriguez  
40 Wayland Ave.  
Waterbury, CT 06708

Dear Ms. Rodriguez:

Welcome to employment with the City of Waterbury. Your name is being certified to the Education Department for the position of Maintainer I (Req. #20240427) at \$17.24 per hour. Please contact Michal Konopka, School Inspector at (203) 574-8000 ext 11221 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, October 26, 2023 at 9:00 a.m. at the Department of Education Training Room located at 236 Grand Street, 2<sup>nd</sup> Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be October 19, 2023 at your regular scheduled time.

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***Your new probationary period in accordance with your applicable contract will be 9 months in duration. The department head will be responsible for executing your probationary evaluation no later than 9 months from your first day in your new position.***

Again, welcome to the City of Waterbury.

Sincerely,

***Nicholle West***

Nicholle West  
Human Resources Generalist

NW/sd

cc Board of Education  
Dr. Ruffin, Supt. of Schools  
Michal Konopka, School Insp  
File



**Subject:** FW: Congratulations - CABA Board of Distinction Awards  
**Attachments:** image004.jpg; image006.png; image008.png; Friday Before Lunch.docx; Friday Before Lunch.docx

**From:** Lisa Steimer <[lsteimer@cabe.org](mailto:lsteimer@cabe.org)>  
**Date:** October 27, 2023 at 10:34:36 AM EDT  
**To:** Lisa Steimer <[lsteimer@cabe.org](mailto:lsteimer@cabe.org)>  
**Subject:** Congratulations - CABA Board of Distinction Awards

**EXTERNAL MAIL- Think before you Click. More than 90% of successful cyber attacks start with a phishing email. This email originated from outside the District.**

**To:** Board Chairs  
Superintendents of Schools

**From:** Lisa Steimer  
Sr. Staff Associate for Professional Development and Communications

**Date:** October 27, 2023

**Re:** CABA Board of Distinction Awards

I am pleased to inform you that your district has received a **CABA Board of Distinction Award**. This program was created in 1998 to recognize excellence in the leadership activities of local boards of education. Congratulations!

Your board will be recognized at the 2023 CABA/CAPSS Convention at the Friday, November 18 lunch. At this time, your board will be presented with a plaque (first time recipients) or a plate with the date engraved (for repeat recipients). Please see the attached details regarding recognition AND photographs.

Thank you for keeping students at the center of your policy and decision making.

Lisa Steimer, CAE, APR  
Sr. Staff Associate for Professional Development and Communications  
CT Association of Boards of Education (CABA)



***Congratulations!***  
*You and your Board of Education*  
*are cordially invited to attend the*

**2023 CABE/CAPSS Convention**  
where the  
**CABE Board of Distinction Awards**  
will be presented on Friday, November 17.

This year we will recognize your district  
during the **Friday Luncheon Session**  
and photographs will be taken with  
***Commissioner Charlene Russell-Tucker***  
at 11:55 am  
immediately before the Luncheon Session  
in **North Entrance Registration Area**.

The following Boards will be recognized on  
**Friday afternoon**

**Level II**  
**CABE Board Distinction Award Recipients**

Norwalk  
Old Saybrook  
Stratford  
Thomaston

Vernon  
Waterbury  
Wilton  
Windsor