Waterbury Board of Education

THE CITY OF WATERBURY 236 Grand Street ~ Waterbury, CT 06702 203-574-8009

M E M O R A N D U M

FROM: Carrie A. Swain, Clerk
Board of Education

DATE: August 4, 2025

TO: Michael J. Dalton, City Clerk

SUBJECT: Notice of RESCHEDULED Workshop/Committee Meetings,
August 6, 2025, Rotella Magnet School

The Committees of the Board of Education will meet on Wednesday, August 6, 2025, 5:30 p.m., Rotella Magnet School, Café, 380 Pierpont Road, 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/mGx-rNl6tAE

A G E N D A

SILENT PRAYER

PLEDGE ALLEGIANCE TO THE FLAG

PUBLIC SPEAKING

1. *Committee of the Whole/5 minutes* ~ Informational: Youth Workforce Summer Programs – N. Toucet.

2. *Committee of the Whole/2 minutes* ~ Request approval of a Facilities Use Agreement with the University of Connecticut, at no cost, for UConn Waterbury Robotics Institute space – J. Frenis, M. Merati.

3. *Interim Superintendent's Update* ~ Dr. Schwartz.

4. *Committee of the Whole/30 minutes* ~ Operation's Department Updates:
   a) Food Services – A. Shaban
   b) Transportation – J. Hunter
   c) Computer Technology – W. Zhuta
   d) Security/School Safety – D. Barry
   e) Facilities & Grounds – N. Albini

5. *Committee on Finance/3 minutes* ~ Request approval to apply for a National School Lunch Program Equipment Assistance Grant, through the Connecticut State Department of Education, for Wallace Middle School and Waterbury Career Academy – A. Shaban.

6. *Committee on Finance/3 minutes* ~ Request approval of Amendment One to the Memorandum of Understanding with Vision to Learn, Inc. to provide students no-cost vision screening – S. Romero.

7. *Committee on Finance/3 minutes* ~ Request approval of a Services Agreement with Rubicon West, LLC for Online Curriculum and Lesson Planning (Atlas Management Software) – J. Frenis, D. Lucian.

8. *Committee on Finance/3 minutes* ~ Request approval of Amendment Two (2) to the Agreement with Benchmark Education Company, LLC (RFP #7948) for Core Elementary Reading and Language Arts Program – M. Calabrese, J. Frenis.

9. *Committee on Finance/3 minutes* ~ Request approval of a Services Agreement with Curriculum Associates, LLC for Grades K-8 Mathematics Instructional Materials Curriculum – J. Frenis.

10. *Committee on Finance/3 minutes* ~ Request approval of a Professional Services Agreement with SchoolMint, Inc. to provide Digital Advertising and Marketing Services for Waterbury's magnet schools – Dr. Johnson.

11. *Committee on Finance/3 minutes* ~ Request approval of an Agreement with St. Vincent's Special Needs Center, Inc., for educational services – W. Johns.

12. *Committee on Finance/3 minutes* ~ Request approval of an Agreement with ESS Northeast, LLC (RFP #8298) for Substitute Teacher & Paraprofessional Staffing Services – J. Mendoza, G. Thazhampallath.

13. *Committee on Finance/3 minutes* ~ Request approval of Amendment One (1) to the Agreement with Ambassador Wheelchair Services, Inc. for transportation services for medically fragile students and/or students with disabilities and/or McKinney Vento Eligible students – N. Albini.

14. *Committee on Finance/3 minutes* ~ Request approval of Amendment One (1) to RFP #7211, Professional Services Agreement with Friar Architecture, Incorporated, for architectural and engineering design services for elevator additions at Driggs, Tinker, Generali, and Wilson Elementary Schools – N. Albini.

15. *Committee on Finance/3 minutes* ~ Request approval of a Professional Service Agreement (RFQ #8132) with the following for Engineering On-Call Services – N. Albini:
    a) AI Engineers, Inc.
    b) CDM Smith, Inc.
    c) Civil I, Inc.
    d) HRP Associates, Inc.
    e) M&J Engineering Inc.
    f) SLR International Corporation
    g) Tighe & Bond, Inc.
    h) V N Engineers, Inc.

16. *Committee on Building & School Facilities/2 minutes* ~ Request approval of the SCG-042, Review of Final Plans, for the Bergin Education Complex Partial Roof Replacement Project (151-0317 RR) – N. Albini.

17. *Committee on Building & School Facilities/2 minutes* ~ Use of school facilities by school organizations and/or City departments – N. Albini.

18. *Committee on Building & School Facilities/2 minutes* ~ Use of school facilities by outside organizations and/or waiver requests – N. Albini.

19. *Interim Superintendent's Notification to the Board/5 minutes:*

    a. Grant funded appointments:

Name	*Position/Location*	*FT/PT*	*Rate*	*Union*	*Funding*	*Effective*
Alberto, Marisol	Promotional: Parent Liaison-Hopeville	FT	$20.97/hr	UPSEU 69	Title I-DW 24-26	08/21/25
DeLauri, Courtney	Parent Liaison-Duggan	FT	$20.97/hr	UPSEU 69	Title I-DW 24-26	08/21/25
Kuczenski, Henry	Hall Monitor-WAMS	PT	$16.35/hr	NON-BOE	Magnet WAMS 25-26	08/25/25
Lopez, Griselle	Parent Liaison-Bunker Hill	FT	$20.97/hr	UPSEU 69	Title I-DW 24-26	08/21/25
Metellus-Surpris, Johane	Promotional: Parent Educator-Reed	FT	$21.00/hr	F/UPSEU 69	FRC Wilson 25-26	08/25/25

Migani, Migdalia	Parent Liaison-Generali	FT	$20.97/hr	UPSEU 69	Title I-DW 24-26	08/21/25
Molina, Hector	Communications Specialist	FT	$60,000 /annually	F/MMA	Title I-DW 25-27	07/31/25

b. Social Worker Mentor Program appointments:

Guicardo, Betty	Miranda, Stephanie	Torres-Dozier, Bianca
Jester, Kristen	Schwartz, Fatima	

c. Rotella Magnet School's Before & After Care program appointments:

Administrators	*Teachers*	
Dombrowski, Jason	Barbieri, Katie	Goggins, Coleen (sub)
Fiore, Patience (sub)	Beltran (Fogarty), Erin	Grazhdani, Eneida
Goggins, Coleen (sub)	Cancro, Dana	Grendziski, Katie
Silva, Karen (sub)	Colangelo, Esther	Irizarry, Dana
Yamashita-Iverson, Kazumi	Conner, Carrington (sub)	Lund, Kelly
	Couture, Cheryl	Maloney, Susan
Assistants:	DiGiovanna, Lisa (sub)	Mecca, Kaylie (sub)
Daunis, Joan	Dunn, Andrew	Murphy, Heather
Pino, Holly	Ferati, Jeannette	Padua, Maria
Rearson, Michael	Fiore, Patience	Smith, Holly
Zukauskas, Leah	Fusco, Sara	Strachan, Andrea

d. Resignations:

Name	*Assignment*	*Effective*
Brophy, Tiffani	CHS – ESL Teacher	07/22/25
Campbell, Stuart	CHS – Special Ed	07/31/25
DeSantis, Jennifer	Reed – Music	07/28/25
Hagley, Katlyn	WHS/NVCC – Work to Transition Acad. Special Ed	08/01/25
Katrenya, Kimberly	NEMS – Numeracy	07/29/25
Kemp, Shelly	WHS – Allied Health	07/16/25
Laurent, Janine	Bunker Hill – Special Ed	07/16/25
Mulla, Julita	Generali – Grade 2	07/22/25
Sackey, Anna	Sprague – Kindergarten	07/31/25

ADJOURNMENT

ATTEST: _____
Carrie A. Swain, Clerk
Board of Education

#1

WATERBURY
PUBLIC SCHOOLS



Youth Workforce Summer Programs

Preparing Waterbury's youth for future success through hands-on professional experiences and career exploration opportunities across the key partnerships.

City Internship Program

26 Waterbury Public Schools students ages 16-19 are participating in this six-week program, gaining valuable work experience in key municipal departments.

This collaborative program between the City of Waterbury and Waterbury Public Schools provides students with the opportunity to learn about and develop essential workplace skills.

WATERBURY
PUBLIC SCHOOLS

Departments

City Operations

Assessment, Finance, Human Resources, Information Technology, Public Works

Public Safety

Fire Department, Police Department, Health Department, School Inspector's Office

Community Services

Office of Early Childhood, Senior Center, Silas Bronson Library, Water Department



Healthcare Partners

- St. Mary's Hospital
- Waterbury Hospital
- McCall Behavioral Health

Program Structure

35 Waterbury Public School students ages 15-18 will be participating in a one-week rotation at one of three healthcare facilities in Waterbury.
This program represents a strong multi-organizational partnership between the Danbury Chamber of Commerce, Northwest Regional Workforce Investment Board, and Waterbury Public Schools.

Skill Development

Students will gain hands-on experience with medical terminology, patient interaction protocols, healthcare technology, and the importance of teamwork in medical settings.

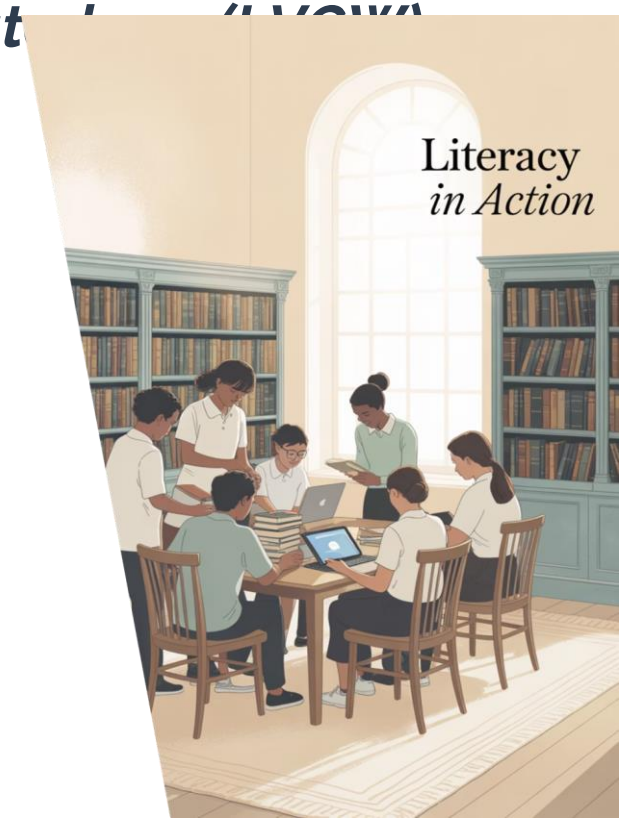
WATERBURY PUBLIC SCHOOLS

Healthcare Internships

Literacy Volunteers of Greater Wat

6 Waterbury Public School students have been selected for this volunteer opportunity with Literacy Volunteers of Greater Waterbury. Students develop essential professional skills in technology, office administration, and communication while gaining insight into LVGW's impactful literacy programs.

This experience connects students with inspiring community leaders and provides first hand exposure to nonprofit operations that address critical literacy needs in our community.



WATERBURY
PUBLIC SCHOOLS

Other Shared Opportunities

In addition to our internship programs, we inform and direct students to the following opportunities:

- **Northwest Regional Workforce Investment Board (NRWIB) Connecticut Summer Youth Employment Program** - Provides paid work experience and career development skills for young people ages 14-21 throughout the summer months.
- **City of Waterbury Parks and Recreation Department** - Employs students as summer camp counselors, lifeguards, and program assistants, developing leadership and teamwork skills while serving the community



WATERBURY
PUBLIC SCHOOLS

#2

WATERBURY
PUBLIC SCHOOLS

Michael Merati
Supervisor of Career & Technical Education
(203) 573-5029
mmerati@waterbury.k12.ct.us

To: Board of Education

From: Michael Merati, Supervisor of Career & Technical Education, Academic Office

Date: July 29, 2025

Re: Board of Education Approval Request / UConn Robotics Facility Use Agreement - Executive Summary

The Academic Office/Education Department respectfully requests your approval of the above-referenced agreement to establish a partnership with UConn Waterbury. Under this agreement, Waterbury Public Schools students can access the UConn Waterbury Robotics Institute to practice and collaborate for upcoming competitions.

The agreement, which is attached for your review and consideration, is effective on the date signed by the Mayor and expires December 31, 2026. There are no costs associated with this agreement.

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

Respectfully Submitted,

Michael Merati
Supervisor of Career & Technical Education
236 Grand Street, Room 164
Attachment Cc: Allison Buzzard
File: CRT25-265

UCONN
UNIVERSITY OF CONNECTICUT

FACILITIES USE AGREEMENT

ORDER FORM

This Facilities Use Agreement (the"Agreement") is entered into by and between the University of Connecticut, a constituent unit of the State of Connecticut System of Higher Education ("the University") and the undersigned entity (the "Contractor"), and sets forth the terms and conditions on which the University will permit the Contractor to use certain space, facilities, and/or equipment owned by the University for Contractor's event indicated below (the "Event"). The Agreement consists of this Order Form and the attached General Terms and Conditions, which are hereby incorporated by reference as if fully set forth herein.

1) Event Name: [Waterbury Robotics Institute]

2) Location and Description of the Space*: [36 N Main St., Waterbury, CT 06702; classroom with robotics field.]

3) Date(s) and Time(s) of use of the Space: [May 1, 2025 - December 31, 2026]
Additional time(s) for set-up: [2:00PM-8:00PM, Monday-Friday]
Additional time(s) for break-down: [9:00AM-4:00PM, Saturday&Sunday]

4) Permitted use of the Space: [Classroom/Multipurpose]

5) Maximum number of Attendees: [94]

6) Description of use of Equipment (if any): [Utilizing robotics field to test robots.]

7) Description of use of Services (if any): [N/A]

8) Catering Services (if any): [N/A]

9) Total Use Fee*: [0.00]
Deposit Amount & Due Date(s): [N/A]
Balance Amount & Due Date(s): [N/A]

Remittance Instructions: Payment should be sent to:
[N/A]
[ ]
[ ]

** The Space location and the Use Fee assigned above are based on the information provided by the Contractor as of the date hereof. The University reserves the right to modify the Space location and/or Usage Fee based upon changes to the nature of the Contractor's proposed use of the Space identified after the date hereof.*

[Signature Page Follows]

FACILITIES USE AGREEMENT

ORDER FORM

By signing below, the Contractor agrees that its use of the Space for the Event will be subject to, and the Contractor shall abide by, all the terms and conditions set forth in this Agreement.

CONTRACTOR:_____(name), a_____(state),_____(type)

By:_____

Name:_____

Title:_____

Date: _____

Contractor Address (for notices only):

_____ (Address)

_____ (Address)

_____ (Phone)

_____ (E-Mail)

_____ (Fax)

Attn:_____(Contact)

APPROVED AND ACCEPTED:

UNIVERSITY OF CONNECTICUT

By: 

Name: Fumiko Hoeft

Title: Campus Dean & Chief Administrative Officer

Date: 07/29/2025

University Address (for notices only):

99 E Main St (Address)

Waterbury, CT 06702 (Address)

203-236-9820 (Phone)

Fumiko.hoeft@uconn.edu (E-Mail)

_____ (Fax)

Attn:_____(Contact)

FACILITIES USE AGREEMENT

GENERAL TERMS AND CONDITIONS

1. **Reservation of Space.** The University will reserve the Contractor's use of the space, facilities, and/or equipment (collectively, the "Space") indicated in the Order Form during the period of time indicated in the Order Form (the "Term") following execution of the Order Form by both parties (the "Effective Date") and the University's receipt of the deposit (if applicable). The University shall not be responsible for providing, for use of the Contractor, any Space not described on the Order Form. Contractor shall only use the Space for the sole purpose of the Event set forth in the Order Form and in strict compliance with the terms and conditions of the Agreement.

2. **Payment Terms. N/A**

   a. The Use Fee contained on the Order Form is the minimum cost of the Space, based on the University's evaluation of information provided by the Contractor and does not include any additional labor or equipment. As set forth below, the University reserves the right to add, change, alter, or delete any rule, policy or procedure pertaining to the rental of, usage of, or fees charged for the facilities and/or equipment.

   b. The deposit indicated on the Order Form shall be credited against the total Use Fee.

   c. Deposits and payments are non-refundable except where the University is unable to deliver possession of the Space through no fault of the Contractor.

   d. If the Contractor requires services, staff, equipment, and/or material in excess of those specified on the Order Form, the Contractor agrees to pay the University without demand any sum which may be due for any additional service, custodial overtime services, technical assistance, security services and equipment or material furnished or loaned by the University.

      If the Contractor should decide not to utilize the Space or any portion thereof, the University shall not be obligated to reduce the Use Fee.

3. **Contractor Responsibilities.**

   a. The Contractor shall not include the name of University and/or any of its institutional or athletic insignia or logos in any written materials, advertising or promotion without the prior written consent of the University other than as the location for the Event. The name of the University of Connecticut is not to be associated with any group that is not a bona-fide organization of the University.

   b. Contractor hereby warrants that it owns all rights, title and interest to, or is otherwise fully authorized to perform and display publicly, and to record, any and all parts of the event(s) covered by this Agreement, including without limitation all musical works, dramatic works, literary works, pictorial and graphic works and chorographical works. Contractor shall have the sole obligation to obtain all permits, licenses and authorizations necessary from the holder of any copyright or other proprietary right of any and all parts of the event(s) covered by this Agreement, and shall immediately upon the request of the University, deliver written proof of such to the University.

   c. The University reserves all commercial broadcasting, television, recording and filming rights for its own benefit. The University will consider releasing these rights under a mutually beneficial agreement with the Contractor. Bona fide news coverage shall remain exclusive of such agreement. The Contractor shall not permit the vending or distribution of any merchandise and/or service at the Space except where specifically agreed upon as a part of this Agreement.

   d. The Contractor may not assign any part or right of this Agreement or sublet the University or any part thereof to any other party without the prior written consent of University. The University will not be responsible for any agreement(s) made by the Contractor to Event participants or any other party unless such agreements are expressly made part of this Agreement.

   e. The Contractor agrees to furnish the University Contact with a copy of any contract between the Contractor and other parties for review prior to final approval for the use of University facilities.

f. The Contractor shall comply with all applicable rules, policies and procedures promulgated by the University governing the use of the University's property and equipment. Specific system and University policies and procedures will be made available to the Contractor upon request. The Contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this Agreement which in any manner affect its conduct or its use of the Space. The University shall not be required to observe or comply with any rules, regulations, or policies of the Contractor that are not specifically stated and agreed to as part of this Agreement.

g. In the event of weather-related or other closing announcements, please call the relevant Campus's Weather Information Line. A list of regional campus numbers can be found at the following website: http://alert.uconn.edu/. Information is also provided to local radio and television stations; however, the notifications are provided by the media as a courtesy and can be subject to inaccuracies. It is the responsibility of the Contractor to contact its attendees in the event of any cancellation. Please note that if the Event is cancelled due to inclement weather, every effort will be made to reschedule. In the event the University is unable to reschedule the Event, the Contractor's deposit will be refunded.

h. The Contractor shall see that all refuse and waste will be deposited in proper receptacles each day of the Event.

i. The Contractor shall utilize only the parking areas designated for all automotive parking of Event participants, parents, guests and spectators and agrees to instruct all Event participants, parents, guests and spectators to comply with this requirement.

4. Security.

a. The Contractor agrees that it shall be responsible for the cost of any security services so provided by the University. The official representative of the University on site during the Term shall have full responsibility for the operation of the Space and the areas immediately adjacent thereto and shall act for and on behalf of the University in the management, supervision and control of the Space.

b. The Contractor shall be responsible for any and all loss of, or damage or injury to, any property owned by the University resulting from the negligent and/or intentional acts of its officers, employees, agents or attendees.

c. The Contractor shall be responsible for the conduct of those in attendance at the Event and shall, at the Contractor's expense, provide for the necessary personnel, as determined by the University, to provide adequate and appropriate supervision of these attendees in accordance with and adherence to all of University policies and procedures which include but are not limited to the use of alcoholic beverages, consumption of food and the prohibition of smoking in all University facilities.

d. Should there be a conflict during the presentation of the Event and the Contractor agrees that the official representative of the University will have complete supervision, direction and operational control.

e. The Contractor shall complete a University accident report for any incident requiring administration of first aid at the Event. Said accident reports shall be provided to the University's Public Safety Division within twenty-four (24) hours of any incident.

f. The University shall revoke the privilege of any participant to use any University facility if, in the sole opinion of the University, the participant displays behaviors that are injurious or potentially injurious to themselves, others or property of the University.

g. The Contractor shall not over-subscribe the Event in such a way as to exceed the legal fire capacity, of any of the facilities. If requested, the Contractor shall provide ticket manifests to verify that no over-subscriptions have occurred.

5. Equipment.

a. It is the responsibility of the Contractor to provide the University with all necessary information with regard to set-up, audio/visual, and other specific information relating to the use of the facilities 30 business days prior to the event. Failure of the Contractor to provide the necessary information will relieve the University from any obligation to provide these services in the manner desired by the Contractor.

b. Equipment provided to or rented by the Contractor as part of this Agreement is for use only in the facilities herein contracted and under the supervision, and operation where appropriate, of University personnel. Under no circumstances shall any equipment be moved from the facilities and/or removed from campus without the express written approval of the University.

c. The Contractor shall see that any equipment provided by the University pursuant to this Agreement shall be used appropriately and returned in good working order to its proper location following use each day.

d. The Contractor agrees that equipment not specified as part of this Agreement shall not be used by the Contractor or Event participants.

e. Contractor agrees that all electrical connections must be made by University personnel and shall not install or operate any equipment, fixture or device, or operate or permit to be operated any engine, motor or other machinery, or use gas, electricity or flammable substances except with prior written approval of the University, under such conditions and restrictions as University may specify.

f. The Contractor agrees that no equipment, device or fixture may be used which, in the opinion of University, endangers the structural integrity of University facilities.

g. No candles are allowed in the facility and the hanging of decorations with tape or nails, to any woodwork, is prohibited.

h. Any equipment or effects of the Contractor remaining on the premises for more than 48 hours after the expiration of this contract without prior written permission of University shall be deemed abandoned and disposed of by University at its sole discretion.

i. The Contractor shall use only its own mobile device or pay telephones to conduct any business while using the facilities, unless there is an emergency.

6. Food Service / State Sales Tax. N/A

a. The University presently has a contract for the provision of food service with a food service vendor, pursuant to which the food service vendor provides catering services at the University. Requests for catering services shall be made though the University's food service vendor. Food orders must be placed a minimum of two (2) weeks prior to the Event. The Contractor shall provide an estimate of the number of expected attendees to the University's food service vendor at the time the service request is placed. The Contractor shall provide the University's food service vendor a guaranteed guest count no fewer than forty-eight (48) hours prior to the Event.

b. If applicable, the Contractor shall pay, at a minimum, the per person cost for the number of guests designated in guaranteed guest count provided to the University's Event Management Office, as well as the per person cost for any guests served in excess of the guaranteed count. Prices for catering services may be obtained from the University's food service vendor. The University's food service vendor shall prepare and submit an invoice for the catering service to the Contractor, which invoice shall provide for payment by the Contractor directly to the food service vendor.

c. In all cases, all information pertaining to changes in food menus, guaranteed guest counts or any other related food service item, must be communicated directly to the University's food service vendor. The Contractor agrees that neither the University nor the University's food service vendor shall be responsible for changes in services required or the number of attendees for which the Contractor is charged if such changes are not communicated directly to the University's food service vendor within the time frames specified in this Section V.

d. The Contractor shall cancel catering orders, by directly notifying the University's food service vendor, a minimum of forty-eight (48) hours (excluding weekends) in advance of the Event. Should the Contractor fail to do so, it shall be responsible for the full cost of the catering service requested, which cost shall be based on the guaranteed guest count provided in accordance with subsection 1 of this Section. Cancellations that are necessitated by inclement weather must be made by 9:00 a.m. eastern standard time on the day of the Event.

e. Under the Connecticut General Statutes, all sales of food and/or beverages for events held on campus are subject to the Connecticut state sales tax in effect at the time the Event occurs, unless the Contractor provides one of the following approved certifications for tax exemption for the program:

f. The organization is not reimbursed, in whole or in part, by donation or otherwise, for its payment for the meal by those consuming the meals, and the Contractor has provided an approved CERT-112 or CERT-123 from the Connecticut State Department of Revenue Services listing the University as the retailer. Such exemptions take a minimum of six (6) weeks to process through the Connecticut State Department of Revenue Services. Request forms are available from the Connecticut State Department of Revenue Services either at their office or website, http://www.ct.gov/drs.

g. The Contractor is a nonprofit organization and is collecting a donation or leveling a charge for admission as a fundraiser and has supplied a completed CERT-119 or CERT-134 indicating that the Event is one (1) of the five (5) fundraisers or social events covered by the exemption the organization has for that calendar year, under the SN 98(11) Exemption

from the Connecticut State Department of Revenue Services, and listing the University as the retailer. Under no circumstances shall more than five (5) CERT-119 or CERT-134 forms be accepted from any one contractor in a given calendar year.

h. In all cases, the Contractor shall submit the appropriate documentation to the University when the Agreement is executed or, in cases where a CERT-112 or CERT-123 is being requested, no later than two (2) weeks prior to the Event. If a CERT-112 or CERT-123 is to be utilized, the Contractor shall submit the request to the Connecticut State Department of Revenue Services no later than eight (8) weeks prior to the Event.

i. In all cases where the appropriate documentation for tax exemption is not provided within the specified time, the Contractor will be charged all appropriate Connecticut state sales tax.

7. Specific Terms And Conditions Applicable To Any Program Involving Minors.

a. For the purposes of this Section, "Event Participants" are defined as all those who are in attendance as a result of the Contractor's operation of the Event including, but not limited to, Event attendees ("Attendees"), Contractor's staff and volunteers, service subcontractors, exhibitors, speakers and their guests ("Event Staff").

b. The Contractor shall comply with Connecticut General Statutes §§ 17a-101 through 17a-103a, inclusive, which currently set forth Connecticut's mandatory reporting laws concerning known or suspected abuse or neglect of a minor. The Contractor shall ensure that all of its Event Staff who will supervise or otherwise come into contact with minor Event Participants are fully aware of, and have been sufficiently trained to comply with, their reporting obligations pursuant to sections 17a-101 through 17a-103a, as may be amended from time to time.

c. Contractor shall only allow Event Staff who have successfully completed a background screening to have direct contact with minor Attendees. Criminal background screening must meet the standards set forth in the University's Protection of Minors and Reporting of Child Abuse and Neglect Policy. Contractor shall be responsible for verifying the completion of said background screenings and shall make such verification available to the University upon request.

d. The Contractor shall implement and enforce program rules and policies for the Event that are designed to safeguard minors.

e. The Contractor shall provide adequate adult supervision of minor Attendees, including establishing and adhering to supervisory ratios consistent with the requirements set forth in section 19-13-B27a(n), as applicable, of the Connecticut Agencies Regulations. The Contractor shall establish procedures to properly account for the whereabouts of minor Attendees (i.e., sign-in/sign-out procedures, etc.) for the duration of the Event. The Contractor is solely responsible for ensuring, and shall ensure, that all minor Attendees are properly supervised and accounted for at all times. The Contractor acknowledges and understands that the University will not provide or be responsible for the supervision of any minor Attendees or other Event Participants.

f. The Contractor shall procure a waiver of liability from each Attendee acknowledging that the Event is not run by the University and that the University shall be held harmless from any liability arising out of operation of the Event by the Contractor, signed by the Attendee's parent (guardian) if under the age of eighteen (18).

g. Contractor's failure, including the failure of any of Contractor's Event Staff, to comply with this Section may result in immediate termination of this Agreement. In addition, Contractor may be disqualified from entering into further contracts with the University.

8. Specific Terms and Conditions Applicable to Particular Venues.

a. If theater facilities are reserved:

i. The University shall provide essential stage equipment, lighting and sound, technicians, house management, and custodial services as it deems necessary for the Event, as well as any additional services mutually agreed upon by the University and the Contractor. The cost of such services shall be borne by the Contractor and are reflected in the fee for use specified in Section III of this Agreement.

ii. The Contractor shall provide ushers, ticket sellers, and ticket collection personnel as deemed necessary by the University's Event Manager. These services may either be arranged through the University's Event Manager or provided by the Contractor. Personnel provided by the Contractor for ushering, ticket selling and ticket taking shall be under the general direction of the University's house management staff and shall arrive at the Event venue for a general training session regarding policies and procedures governing these activities one (1) hour prior to the doors

opening for the Event. The Contractor acknowledges and agrees that the failure of such personnel to arrive for this training session on time will delay the opening of the doors for the Event.

iii. Any additional rehearsal and/or dressing room facilities must be specifically included in Section II of this Agreement and the arrangements for set-up or special services in these areas must be made through the University's Event Manager. The cost of such services shall be borne by the Contractor and are reflected in the fee for use specified in Section II of this Agreement.

b. If a gymnasium or other sports facility is reserved:

i. All participants, parents, guests and spectators associated with the Event shall be limited to use of the lobby, venue and spectator stands associated with the venue(s) specified in this Agreement.

ii. If locker rooms and showers are used, they shall be limited to the "student" locker facilities, unless otherwise specified. The Contractor shall supply or have participants supply their own locks for the lockers and agrees that all lockers shall be cleaned out of all clothing, equipment and supplies after each use, and that all locks shall be removed.

iii. The Contractor shall not permit street shoes to be worn on gym courts or pool decks.

iv. The Contractor shall not permit gum chewing on gym courts or in pool areas.

v. If the Space includes a University pool, Contractor shall provide, at its sole expense, a minimum of one (1) Red Cross certified lifeguard for each thirty (30) participants engaged in swimming activities. Contractor shall provide the University with a copy of the Red Cross certification held by each lifeguard providing life-guarding services

vi. Contractor shall bear the entire expense for any and all officials, referees and timekeepers it requires for the Event.

9. City Insurance Requirements.

a. Commercial General Liability: The University acknowledges that the Contractor is a self-insured municipality. Insurance certificates will be provided for evidence of coverage as a self-insured entity.

Contractor shall provide the University a certificate of insurance evidencing its self-insured status thirty (30) days prior to the Event, which states that the Contractor is insured for the period of time covered by this Agreement with minimum Commercial General Liability coverage established at: $1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage coverage. Coverage shall include Premises and Operations, Independent Contractors, Products and Completed Operations, Fire Legal Liability, Contractual Liability and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the occurrence limit. The University of Connecticut and its Board of Trustees and their agents, officers and employees shall be named as Additional Insured. Said certificate of insurance shall indicate the specific dates covered by this Agreement and reference the Event set forth in Section II of this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to the State or the University.

i. If alcoholic beverages are served, but not sold, then host liquor liability coverage should be included within the Commercial General Liability coverage. If alcoholic beverages are sold, then a separate Liquor Liability policy ($1,000,000 limit) is required.

ii. If an event is catered, then the caterer is required to have insurance coverage in the same amount. A Liquor Liability policy is required of the entity that is either serving or providing the alcohol.

b. Automobile Liability: $1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the Contractor does not own a vehicle used in the execution of the Agreement, then only hired and non-owned coverage is required. *[If a vehicle is not used in the execution of the Agreement then automobile coverage is not required.]*

c. Workers' Compensation and Employers Liability: *[If any employees of Contractor are involved in the use of facilities]* Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of $100,000 each accident, $500,000 Policy Disease Limit, $100,000 each employee.

d. Additional Provisions:

i. The Contractor shall assume any and all deductibles in the described insurance policies.

ii. The Contractor's insurer shall have no right of recovery or subrogation against the State or the University.

iii. Any failure to comply with the reporting provisions of the policy shall not affect coverage provided to the State or the University.

iv. Each required insurance policy shall not be suspended, voided, cancelled or reduced except after 30 days prior written notice by certified mail return receipt, has been given to the University.

v. All coverage is to be written on an "Occurrence" policy form. N/A

vi. The insurance companies providing coverage must have an A-, VII or better rating in the current edition of Best's Key Rating Guide and be licensed to do business in the State of Connecticut.

vii. Contractor shall provide the University with a self-insured certificate of insurance thirty (30) days prior to the event, which states that the contractor is insured for the period of time covered by this Agreement and reference the event and event dates.

viii. If Contractor claims to be a nonprofit agency, it must provide a copy of the appropriate official state or federal certification of that status, thirty (30) days prior to the Event. Failure to provide such certification will result in appropriate changes in Event pricing or cancellation of the reservation. Any documentation and/or certification provided for substantiation that an organization is a nonprofit agency under Connecticut state law shall only constitute verification of eligibility for nonprofit facility use rates, and shall not cover any exemption for Connecticut state sales tax for food purchases related to the Event.

10. University Insurance Requirements.

a. The College 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. The College agrees to provide replacement/renewal certificates at least thirty (30) 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) days' written notice must be given to the City of Waterbury and the Waterbury Board of Education.

b. 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 College:

<u>General Liability Insurance</u>:
$1,000,000.00 each Occurrence
$2,000,000.00 General Aggregate
$2,000,000.00 Products / Completed Operations Aggregate

<u>Excess/Umbrella Liability</u>:
$1,000,000.00 each Occurrence
$1,000,000.00 Aggregate

<u>Professional Liability/E&O</u>:
$1,000,000.00 each Wrongful Act
$1,000,000.00 Aggregate

c. Wording for Additional Insured Endorsement and Waiver of Subrogation: "The City of Waterbury and its Board of Education are listed as an Additional Insured on a primary and non-contributory basis on all policies. All policies shall include a waiver of subrogation."

11. General Provisions.

a. Required State Terms**:** The terms and conditions located at: https://uconncontracts.uconn.edu/wp-content/uploads/sites/458/2022/07/Revenue-Contract-State-Terms-Conditions-revised-07.01.2022.pdf are hereby incorporated by reference in their entirety into this Agreement as if fully set forth herein.

b. Required City Terms:

i. Prohibition Against Gratuities and Kickbacks.

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

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

Upon 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 thereunder, 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.

The value of anything transferred or received in violation of the provisions of Chapter 39, City of Waterbury, Connecticut Code of Ordinances or regulations promulgated hereunder by any person subject to said Chapter may be recovered by the City.

ii. *Prohibition Against Contingency Fees.* The University 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.

c. Liability of the Parties: The City shall be solely responsible for any act or omission of the City, including those of its officers, agents, employees, and independent contractors, for and against all losses and liabilities including any resulting expenses and costs, without limitation, under this Agreement. The City further agrees that the University, including its officers, agents, employees, and independent contractors, shall not be liable for any loss resulting from any act or omission by the City, including those of its officers, agents, employees, and independent contractors arising from this Agreement.

The University shall be solely responsible for any act or omission of the University, including those of its officers, agents, employees, and independent contractors, for and against all losses and liabilities including any resulting expenses and costs, without limitation, under this Agreement. The University further agrees that City, including its officers, agents, employees, and independent contractors, shall not be liable for any loss resulting from any act or omission by the University including those of its officers, agents, employees, and independent contractors arising from this Agreement.

d. Termination:

i. *By Contractor*. The Contractor may terminate this Agreement for any reason at any time upon delivery of written notice of such termination to the University. If the Contractor terminates this Agreement for reasons other than as a result of the University's breach of or failure to observe any provision of this Agreement, the University shall be entitled to retain for its own account, and shall not be obligated to return, any portion of the Usage Fee (including the deposit) previously paid by the Contractor.

ii. *By the University.* The University may terminate this Agreement for any reason at any time upon delivery of written notice of such termination to the Licensee. If the University terminates this Agreement for reasons other than as a result of the Licensee's breach of or failure to observe any provision of this Agreement, the University will return, within a reasonable period of time following such termination, to the Licensee any portion of the Usage Fee (including the Deposit) previously paid by the Licensee. The University shall be entitled to retain for its own account, and shall not be obligated to return, any portion of the Usage Fee (including the Deposit) previously paid by the Licensee if the University terminates this Agreement as a result of the Licensee's breach of or failure to observe any provision of this Agreement.

e. Force Majeure: If the performance of obligations under this Agreement are rendered impossible or hazardous or is otherwise prevented or impaired due to illness, accident, Act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, and/or any other cause or event, similar or dissimilar, beyond the control of either party, then each party's obligations to the other under this Agreement shall be excused and neither party shall have any liability to the other under or in connection with this Agreement.

#4a

Department of Food Services
Waterbury Public Schools





WATERBURY
PUBLIC SCHOOLS

Programs

- Breakfast
- Lunch
- Summer Program
  - Summer School, Parks, Camps, etc.
- Fresh Fruit and Vegetable Program
  - Grant for Unprocessed Fruits and Vegetables
- After-School Snack Program
  - Juice and Snack for various Programs
- Supper Program
  - 21st Century, SDE, other Approved Programs
- Catering
  - Special Functions, Cakes, etc.
- Field Trips
  - Meals for Offsite Consumption



WATERBURY
PUBLIC SCHOOLS

District Meal Counts

Approximate Daily Breakfasts Served……..5,300

- An increase of approximately 100 meals per day

Approximate Daily Lunches Served……13,500

- An increase of approximately 500 meals per day

WATERBURY
PUBLIC SCHOOLS

2024-2025 Fiscal Standing

Revenue:

$13,470,702.95

Expense:

$13,906,702.95

Year-End Operating Position

$-436,573.42

WATERBURY PUBLIC SCHOOLS

Central Kitchen

- Increased Choice and Quality
  - Pre-Plate Schools will be given more meal options
    - Not limited to pre-ordered meals from outside vendors
    - We will continue to try variations based on student preferences
    - Fresh fruit and salad options were a great success and will be continued and expanded going forward
  - Student Survey
    - Utilize results from the surveys to tailor to preferred menus
    - Flexibility
      - Pivot to meals that show increased participation
      - Reduce or discontinue meals that students do not prefer

WATERBURY PUBLIC SCHOOLS

Central Kitchen

- Freshness
  - Meals Prepared and Packaged Closer to Serving Time
    - Meals are being prepared days in advance and delivered accordingly
- Presentation/Adaptability
  - We Have Control of How the Meals are Packaged
    - We are able to observe and test how the packaging performs in our kitchen before students are served
    - We can tailor our production of meals for a better presentation
  - We are able to change production based on unforeseen circumstances
    - Snow Days, Early Dismissal, etc.

WATERBURY
PUBLIC SCHOOLS

Food Service Goals & Initiatives

- Everyday Operations
  - Continue to Provide High Quality Nutritious Meals
  - Increase Participation through Central Kitchen Initiatives
  - Updates
    - Continue updating equipment at different locations
    - Expanding our Salad Bar options to more locations
      - Using Local Food Grant to supply food from local farms
        - Arethusa Yogurt started end of 2024-2025 school year
        - CT Produce bid new for 2025-2026 school year
  - Mitigate Inflating Costs
    - Higher Buying Capacity
    - Competitive Bidding
  - Maintain High Level of Employee Professionalism



WATERBURY PUBLIC SCHOOLS

#4b

WATERBURY
PUBLIC SCHOOLS

Transportation 2025-2026 Status

Board of Education Meeting
August 6, 2025

Transportation – Durham School Services

- Waterbury Public Schools transports over 70% of all regular education students, approximately 15,300 students
- Durham transports 2,100 non-public school students
- Bus routes total 125 and Bus Drivers total 126
- Staffing
  - All routes are covered by a driver
  - No second runs needed for any schools
  - 4 Transfer Driver Yard (TDY) on premises available
  - All drivers will be background and fingerprint checked
- New Activity Buses
  - Four buses designated for activities/sports only
  - CDL with passenger endorsement can transport
- Parent Hotline
  - Two direct phone numbers (203) 405-0632 and (203) 405-5490 will be activated throughout the year
  - Hotline hours will be open from 5:15 am to 5:30 pm
- Students are returned to their school if a parent or guardian is not at the bus stop to pick up K and grade 1 students for the first two weeks of school
- All buses are equipped with interior and exterior recording cameras with audio, Bus Tracker GPS, and a child safety check mechanism. All incidents can be viewed by the bus company and the school principal.
- Regular meetings held with Education Department and Durham staff. Start-up meeting set for August 13, 2025.

WATERBURY
PUBLIC SCHOOLS

Transportation – All Star Services

- Waterbury Public Schools transports over 100% of all special education students, approximately 2,000 students
- Bus routes total 60 and Bus Drivers total 64 and all buses have a monitor onboard
- All buses are equipped with a safety harness, some with a 5-point harness (Integrated Car Seat)
- All special education students are met at their home for ease of pick-up and drop-off with door-to-door service
- Parent Hotline
  - All-Star's Waterbury phone number will serve as their hotline (203) 753-8366 and rolls over to 2 additional lines
  - Hotline hours will be 5:30 am to 4:30 pm
  - All Star's Thomaston phone number is: (860) 283-0922 from 6:15 – 9:00, 10:45 – 2:00, and 1:30 – 5:00
  - All Star's Plymouth phone number is: (860) 585-0011 from 5:45 am – 4:30 pm

Transportation – State, Private, Public, Parochial and Magnet

- Waterbury Public Schools also transports Waterbury students to State, private and parochial schools
  - State: Kaynor Technical School
  - Private: Brass City Charter School and Children's Community School
  - Parochial: Catholic Academy and Our Lady of Mount Carmel School
  - Public: ACES at Chase School
  - Out-of-District Magnet: Thomaston and Plymouth/Terryville

WATERBURY PUBLIC SCHOOLS

#4c

Department of Computer Technology Center
Waterbury Public Schools



WATERBURY
PUBLIC SCHOOLS

I.T. Responsibilities

- I.T. services are like a Utility
- I.T. services must work to support – Student Learning, Business Needs, Operations, Security
- I.T. Services are in the “ Core of Every Department” – Classroom, Back Office and Front Office
- I.T. must make it easier for all employees to access resources
- Staff and Students **expect** to be able to communicate through multiple channels; SaaS Portals, Web, Email
- I.T. must keep up with digital Initiatives

WATERBURY
PUBLIC SCHOOLS

CTC Core Functions

- **Project Management**: Plan and execute technology initiatives
- **Infrastructure**: Manage servers, databases, and networks
- **Network Security**: Protect against malware and unauthorized access
- **Software Support**: Assist with educational and administrative software
- **Operational Management**: Ensure device security, maintenance, and data backups
- **Impact**: Supports classrooms, back office, and front office operations

WATERBURY
PUBLIC SCHOOLS

Core Technology Functions

Project Management
- Planning and Discovery
- Organizing
- Implementation
- Controlling

Technology Infrastructure
- System Administration
- Server Administration
- Database Administration

Infrastructure Administration/ Architect
- LAN Architecture
- WAN Architecture
- VLAN's

Network Security Management
- Edge Security
  - Firewalls
  - SPAM
  - Malware
  - Spyware
  - Web Applications
- Security Hardening
- Intrusion Detection
- Vulnerability Reporting

Software Support
- PowerSchool- SIS
- Google Docs/Classroom
- Content Specific Software
- Online Testing- Local and State

Operational Management
- Device Security
- Device Access- -VPN,SSH, Telnet

Configuration Management
- Standards
- Backups

Log Review (Firewall, Servers, Switches, Appliances)
- Audit, Critical Alerts, & System Alerts

Disaster Recovery

Service Management
- Service Desk
- IT Process Automation
- Shared Services

Department Technology Management
- Business Management
- Data Center Infrastructure
- Desktop Support
- Engineering
- IT Architecture

IT Planning
- Disaster Recovery/ Business Continuity
- Facilities Management
- Policy and Planning
- Project Management
- E-Rate

Network Services
- Infrastructure
- Network Design
- Network Integration
- Network Security
- Telecommunications

Print and Email Operations
- Document Analysis
- Print Services
- Email services

WATERBURY PUBLIC SCHOOLS

Introduction

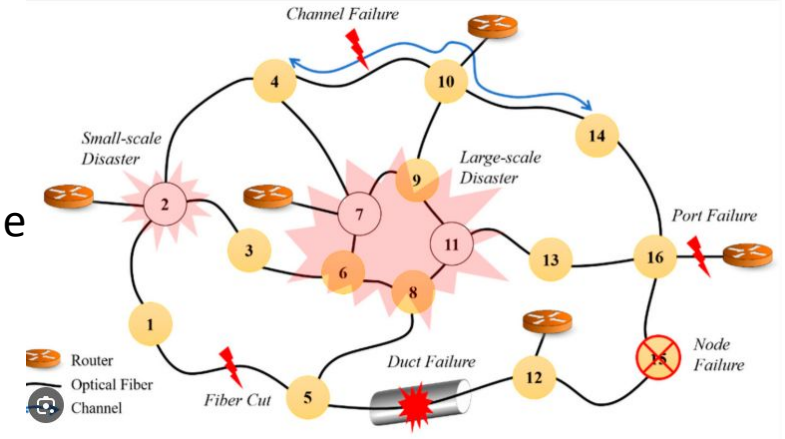
- **Mission**: Empower students and staff through exceptional technology support and training
- **Objective**: Enhance learning and operations with reliable, secure, modern technology
- **Key Initiatives**:
  - Chromebook & Laptop Distribution
  - Resilient Fiber Network & WAN Upgrade
  - Cisco Switch Replacement
  - Document Scanning Project
  - Copier & Print Management
  - Security, VOIP, and Classroom Audio Upgrades
- **Funding**: Identify and secure funding to sustain Student Chromebooks and Network Infrastructure

WATERBURY
PUBLIC SCHOOLS

Chromebook & Laptop Distribution

- **Status**: Shifted to classroom-based model from 1:1 program
  - Schools manage 30,000+ Chromebooks for 18,900 students and 2,600 staff
  - Driven by reduced federal/state funding
- **Technology Distribution Center (Harper Ave)**:
  - Processed 1,500 devices, repaired 9,139 over 3 years
  - Saved ~$3.65M ($432 per device)
  - Bi-annual inventory reconciliation
- **Benefits**: Sustainable access, cost savings, accountability

Resilient Fiber Network & WAN Upgrade

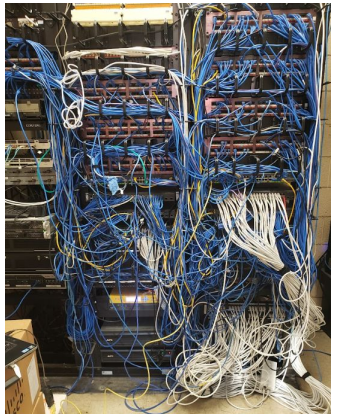


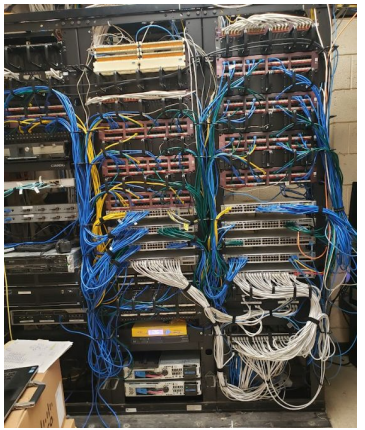
- **Status**: Completed, fully operational
  - Resilient Fiber Network: 99.95% uptime
  - WAN: 20GBPS fiber network, 99.9% uptime
  - Ensure network continuity and reroute traffic if the fiber in the street is damaged
- **Impact**:
  - Supports 30,000 Chromebooks, 3,500 laptops, 2,000 desktops
  - Enables digital learning, assessments, and collaboration tools
- **Benefits**: Scalable for AI, VR, cloud applications; equitable access
- **Funding**: 90% of costs covered by E-Rate

WATERBURY PUBLIC SCHOOLS

Cisco Switch Replacement

- **Status**: Completed, $1.86M total cost
  - Replaced 270 switches across 88 data closets in 33 facilities
  - 90% ($1.67M) funded by E-Rate, 10% from General Fund
- **Upgrades**:
  - Color-coded VLAN structure for efficient management
  - Supports 1,700+ security cameras, 1,500 Wi-Fi points
- **Benefits**: 99.9% uptime, enhanced security, and scalable

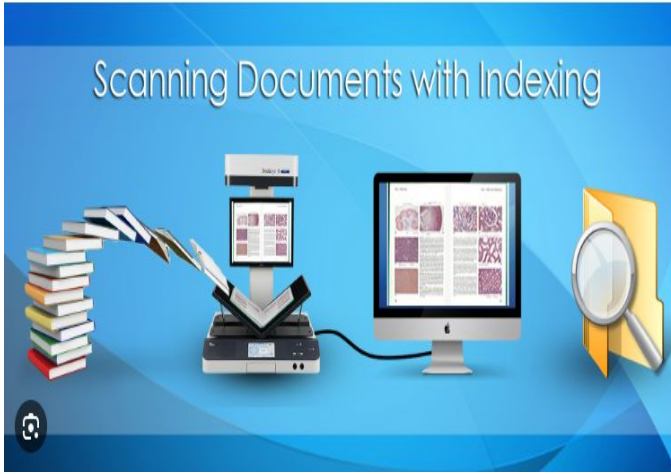




WATERBURY PUBLIC SCHOOLS

Document Scanning Project

- **Timeline**: Launching early fall 2025
- **Scope**: Digitize 8M+ images from 3,680 boxes, 125 film rolls
  - Covers Special Education, Human Resources, Human Capital, Records, Grants, and more
  - Searchable PDF/A files on PageIQ Cloud Platform
- **Benefits**:
  - Rapid record retrieval, reduced storage costs
  - 99.9% uptime, SOC 2/ISO 27001 compliance



WATERBURY
PUBLIC SCHOOLS

Copier & Print Management



- **Status**: Canon contract (186 copiers, 230 printers)
- due for RFP/amendment
  - Over 100M copies printed in 5 years
- **Goals**:
  - Visibility into document production
  - Cost control via “Follow Me Printing” and output analysis
  - Eliminate local printers
- **Benefits**: Cost savings, streamlined operations, and enhanced security

WATERBURY
PUBLIC SCHOOLS

Challenges & Solutions

- **Challenges**:
  - Funding: Limited resources for Chromebooks, Network upgrades, and maintenance
  - Staffing: Growing demand for technology support
  - Training: Ensuring effective technology use
- **Solutions**:
  - Leverage E-Rate, Federal, and State Grants for funding
  - Implement a device replacement program for regular updates
  - Increase technology support budget and field support
  - Enhance staff training for technology adoption

WATERBURY
PUBLIC SCHOOLS

Upcoming Projects (2025-2026)

- **Document Scanning**: Launch in winter 2025/2026
- **Data Closet Cooling**: Install air conditioning for data centers
- **Storage Upgrades**: Improve storage and backup solutions
- **Ongoing Maintenance**:
  - Manage 50,000+ assets, 25,000 repair tickets
  - Enhance user-training for Chromebooks, VOIP, and print systems

Key Takeaways

- **Transformative Impact**: Modernized infrastructure with 99.9%+ uptime enhances learning and operations
- **Cost Efficiency**: E-Rate funding saved millions, enabling resource reallocation
- **Sustainability**: Classroom-based Chromebook model and asset management ensure long-term viability
- **Future-Ready**: Scalable systems support AI, cloud, and emerging technologies
- **Equity & Security**: Equitable access and robust security for all students and staff
- **Commitment**: Ongoing support and training drive educational excellence

WATERBURY
PUBLIC SCHOOLS

Conclusion

- **Achievements**:
  - Modernized infrastructure with 99.9%+ uptime
  - Saved millions through E-Rate and efficient asset management
  - Enhanced learning, security, and operational efficiency
- **Future Outlook**:
  - Scalable systems for AI, cloud, and advanced tools
  - Equitable, technology-driven education
- **Commitment**: Sustain excellence through innovation and support
- **Next Steps**: Monitor projects and secure additional funding- Local, State, and Federal

WATERBURY
PUBLIC SCHOOLS

#4d

WATERBURY
PUBLIC SCHOOLS

Waterbury Public Schools Safety and Security

UPGRADES TO SCHOOL SAFETY AND SECURITY
EMERGENCY RESPONSE CAPABILITIES

Safety and Security Upgrades



WATERBURY
PUBLIC SCHOOLS

2024-2025 Safety and Security Upgrades

- All WPS Schools have upgraded camera and access systems.
- 3,000 new cameras added over the last four years. Additional access points added. All cameras connected to RTCC for daily monitoring and for emergency response coordination.
- All WPS Schools have MUTUALINK capabilities that provide real time panic alarm capability resulting in quicker response times by the WPD.





mutualink

WATERBURY
PUBLIC SCHOOLS

2024-2025 Safety and Security Upgrades

- All WPS Schools now have updated mapping utilized by Emergency Services, School Inspector's Office and Contractors.
- All WPS sites are equipped with Stryker AED units-all pools and gyms covered (57 units in total).
- Public Announcement Systems upgraded at several WPS locations.



WATERBURY
PUBLIC SCHOOLS

2024-2025 Safety and Security Upgrades

- EVERBRIDGE Mass Notification System utilized to update district during emergency events-streamlined process of notification.
- All WPS locations have Lockdown Alarm Systems in place.
- Updated portable radio(s) for WPS staff along with Repeater additions were needed.



WPS

Safety & Security Guide

EMERGENCY PROTOCOLS

The WPS Safety & Security Department handles emergency management and the effective implementation of District-wide safety and security policies, programs, directives, and training. Every effort will be made to communicate with families quickly, but our priority is ensuring the safety and security of all students, staff, and visitors. School officials will communicate with parents/guardians as soon as practical, usually after the situation is under control.

SHELTER-IN- PLACE

Get Inside, Lock Outside Doors!

Precautionary Response Due to Outside Activity

Examples: • Police response to activity nearby • Report of dangerous wildlife in area • Environmental hazard outside of the building

Classroom Instruction: Continues

Movement within School: Restricted

Parent Notification: The District will send a ParentSquare message as soon as possible with updates as the situation unfolds, including immediately after "All Clear".

In the event of a shelter-in-place:
• Do NOT call your child's cell phone. This could compromise their safety and that of their classmates.
• Do NOT go to your child's school. This could interfere with the emergency response and potentially delay first responders reaching the school.

LOCKDOWN

Locks, Lights, Out of Sight!

Threat Inside Building

Examples: • Possible threat to student/staff on school property

Classroom Instruction: None

Movement within School: None

Parent Notification: The District will send a ParentSquare message as soon as possible with updates as the situation unfolds, including immediately after "All Clear".

In the event of a lockdown:
• Do NOT call your child's cell phone. This could compromise their safety and that of their classmates.
• Do NOT go to your child's school. This could interfere with the emergency response and potentially delay first responders reaching the school.

EVACUATE

Clear the Building!

Everyone Moved to Location Outside Building

Examples: • Gas leak • Fire • Major Security Event

Classroom Instruction: None

Movement within School: Move to exits

Parent Notification: The District will send a ParentSquare message as soon as possible with updates as the situation unfolds, including immediately after "All Clear" and instructions for reunification, if necessary.

In the event of an evacuation:
• Do NOT call your child's cell phone. This could compromise their safety and that of their classmates.
• Do NOT go to your child's school. This could interfere with the emergency response and potentially delay first responders reaching the school.

MEDICAL HOLD

Clear the Hallways!

Staff or Student Medical Emergency

Examples: • Medical emergency • Police response to student altercation

Classroom Instruction: Continues

Movement within School: Restricted to area needing attention

Parent Notification: The Administrator will send a ParentSquare message within 1 hour of "All Clear".

everbridge®

WATERBURY PUBLIC SCHOOLS

2024-2025 Safety and Security Upgrades

- HALO Vape Detection Phase # 1 completed-70 units deployed throughout middle school and high school bathrooms.

- In conjunction with School Inspector's Office and Chief Operating Officer Nick Albini, identification of exterior doors for replacement along with installation of Man Traps in several locations.

- Process and Protocols for camera-radio-access-building issues-drill submission-Safety Minutes.

WATERBURY PUBLIC SCHOOLS

HALO SMART SENSOR

VAPE DETECTION



2025-2026 Safety and Security Upgrades

- Round 6-Safety and Security Grant-camera upgrades to eight WPS sites including Crosby field.
- Round 2 of HALO installation-40 additional units being installed.
- Emergency Repeater installation at Crosby/Wallace Complex.
- IDENTIMETRIC Project for high school and middle school sites for the beginning of the school year.
- CLEAR ID Confirm for residency verification.

WATERBURY PUBLIC SCHOOLS

idM identiMetrics™ Simplify Your School Day

Daily Functions

WATERBURY
PUBLIC SCHOOLS

Daily Functions of Safety and Security

- Daily building check-ins
- Daily contact with Administrators for all non-emergency building issues
- Management of Portable Radio(s)
- Management of AED system
- Response to requests for repair of camera and access devices
- Management of Required Reporting for Drills and Safety Minutes
- Oversight of Workman's Compensation (PMA)-First Report of Injuries and OSHA audit in January
- Oversight of Building Access, ID creation/management-Fingerprinting
- Oversight of Building Alarms and Repairs-recent all building audit
- 24/7 response to building alarms, fire alarms and other issues related to WPS facilities

WATERBURY
PUBLIC SCHOOLS

...Daily functions continued

- Assist both HR Departments with investigations
- Ongoing Project management (HALO-CAMERA-REPEATER -IDENTIMETRICS
- Tracking of community arrests of WPS students-subsequent notification to Administrators
- Assist with WPS sites with drills for Lockdowns and Fire Drills
- Tracking of drills on a daily basis for year-end submission to the State Department of Public Safety
- Oversight and Adherence of the ALL Hazards Plan
- Continued evaluation of WPS properties for security risks-door checks
- Daily monitoring of cameras at RTCC
- Daily collaboration with Northwest Public Safety on all school-related calls

WATERBURY
PUBLIC SCHOOLS

...Daily Functions continued

- 24/7 update to Cabinet on any WPS-related issues or incidents in the community
- Daily collaboration with Waterbury PD Youth Squad on parental issues, student concerns-community arrests
- Notification of injuries that occur on school properties of students and visitors
- Police reports associated with student arrests-requests.
- Managing daily contact from all schools within the course of a school day
- The average call volume is between 15-40 calls per day
- Traffic issues-ex. Walsh
- Summer School Preparation and Oversight
- Staffing-Security Coordinator-RTCC Position

WATERBURY
PUBLIC SCHOOLS

#4e

WATERBURY
PUBLIC SCHOOLS

Facilities Accomplishments 2024-2025

Board of Education Workshop
August 6, 2025

Waterbury Public Schools

Overview

Focus is on Safety, Comfort, Efficiency, Aesthetics
and the
Major Initiatives Completed Across Our Schools

WATERBURY
PUBLIC SCHOOLS

Heating/Cooling Centers with Electrical Upgrades

- Installation of centers at thirteen elementary schools.
- Improved climate control, enhancing comfort, and air quality.
- Electrical service improvements for HVAC reliability for safety and energy efficiency, and future HVAC upgrade readiness.

HVAC Replacements

- **Duggan Elementary School**: Complete HVAC system replaced to improve air quality and energy efficiency, and continuing to phase out out-of-date refrigerant and phase-in lower GWP (global warming potential) alternatives with R-454B and R-32.
- **Gilmartin Elementary School**: Full replacement of HVAC system, incorporating BMS (Building Management System) controls for enhanced reliability and performance.
- **State Street School**: Removal of outdated and no longer repairable Venmar ventilation with a Daikin DOAS (dedicated outdoor air system) upgraded to improve performance and reliability.

HVAC System Reliability Enhancements

- **West Side Middle School**: Full chiller and cooling tower overhaul to ensure reliability, energy efficiency and optimal condenser water temperature.

Major HVAC Projects – High Schools

- **Crosby High School**: New cooling towers, pit overhaul, BMS (Building Management System) controls, and replacement of multiple air handling units including the gymnasium were completed. New HVAC system was added to support the newly created weight room.
- **Kennedy High School**: Original systems were replaced adding cooling to the auditorium, cafeteria, media center and previous daycare area. Installation of new pool HVAC system making the facility swim-meet ready. Building-wide installation of 43 exhaust fans.
- **Wilby High School**: Upgrades included redundant 400-ton chiller system upgrade, new pool HVAC unit installation, and refurbished bleachers. Replacement of air handling unit and exhaust fans replacements.

Gymnasium Floors, Moisture Barriers and Bleachers

- **Tinker Elementary School Gymnasium Floor & Bleachers**: Old rubber flooring removed, slab sealed (moisture barrier) and leveled, new gym floor installed and refurbished bleachers with new poly surfaces and black frame paint.
- **Washington Elementary School Cafeteria/Gymnasium**: Water intrusion resolved and easy-to-maintain LVT (Luxury Vinyl Tile) flooring installed to ensure safety and versatility in dual-use space.

Gymnasium Floor Maintenance

- Restoration across several schools with polyurethane coating applied to improve durability, appearance and traction for enhanced playability.

Flooring Projects

- **Rotella Magnet School**: New Barn Oak LVT (Luxury Vinyl Tile) installed in main and conference offices to enhance aesthetics and functionality.
- **Carrington Elementary School**: Removal of old playground base material and replaced with new Pre-K playground surfacing and additional landscaping creating a safer and more inviting playground.

District-Wide Painting Initiative

- Interior and exterior surfaces refreshed learning environments, improved aesthetics and surface protection.
- Elementary schools were prioritized.

Roof Replacements

- New roofs installed at Kennedy High School, Sprague and Tinker Elementary Schools.
- Leaks resolved, insulation improved, extend life of facilities (30 year minimum), providing safer and more energy-efficient learning environments.

Electrical and Infrastructure

- **Regan Elementary School**: New electrical service installation increasing capacity and supporting future upgrades.
- **Wilson Elementary School**: Demolished outdated, unhealthy, and unsafe portables, reclaiming space for safer student use.

Specialized Learning Spaces

- **Wallace Middle School**: New, modern, professional-grade culinary learning space created offering students hands-on cooking and nutrition education.
- **Wallace Middle School**: Added new sound absorption barriers throughout the newly renovated Music Room along with new carpeting.
- **Crosby High School**: Renovated physical fitness room featuring updated equipment and improved layout promoting health and wellness for students.

West Side Middle School Upgrades

- **Music Room**: Broadloom carpet was replaced with new Barn Oak LVT (Luxury Vinyl Tile) flooring and green broadloom carpet matching the school colors, enhancing acoustics, improving durability and ease of cleaning.
- **Main Office**: Updated carpeting and LVT flooring creating a welcoming and professional environment.
- **Auditorium**: Barn Oak LVT flooring installed to boost aesthetics, improve safety and simplify maintenance.

District-Wide Initiatives & Additional Accomplishments:

- **Bunker Hill Library**: Refurbished existing shelves and added new.
- **Crosby High School Library**: Reconfigured space.
- **Chase Elementary School**: New bathroom.
- **Wilby High and Wallace Middle/Crosby High Schools**: Updated student lounges.
- **Enlightenment**: Created a Teacher's Lounge with table, chairs, refrigerator and microwave oven.
- **Carrington Elementary School Gym**: Repairs and waterproofing to stop water intrusion.
- **Waterbury Arts Magnet School Apron Stage**: New theatrical lighting installed.
- **Waterbury Arts Magnet School Catwalk**: New emergency lighting installed.
- **Rotella Magnet School**: Modern hot water tank installed ensuring clean water for Food Service operations.
- **Rotella and Maloney Magnet Schools**: New gutters installed.
- **Generali Elementary School**: Heating pipe insulation installed underground to prevent heat intrusion into SPED classrooms.
- **Generali & Regan Elementary Schools**: New exhaust fans installed.
- **Wilby High School Music Suite and Band Room**: New carpeting installed, including practice rooms.
- **Kennedy High School Pool**: New pool pumps and sand replacement installed.
- **Wilby High School Pool**: Sand replacement, painting, new pump installed, bleacher refinishing, and power transformer replacement.
- **New Kitchen Classrooms**: Five new cooking classrooms at Crosby and Wilby High Schools, and Wallace Middle School.
- **Roof Repairs**: Addressed leaks at elementary schools and Crosby High School.
- **Waterbury Career Academy**: Old gym controls removed and new system installed.
- **State Street Program**: Overhaul of Daikin HVAC units.
- **Driggs Elementary School Classrooms**: Ceiling replacement (removed old plaster/lath and installed new sheetrock and lights).
- **Carrington Elementary School**: New fire monitoring system First school taken off the digitizer.
- **District-Wide**: Full deployment of face recognition time clocks at all schools and Harper Avenue (Supply).
- **District-Wide**: On-going chemical water treatment plan for all schools.
- **District-Wide**: Extensive asphalt patching at school parking lots.
- **District-Wide**: Major painting at the majority of schools.

UPCOMING PROJECTS 2025-2026

- Crosby High School and Wallace Middle School Roof Replacement.
- Driggs and Wilson Elementary Schools Elevator Additions.
- Driggs and Washington Elementary Schools Paving.
- Alarm Monitoring at All Schools.
- Fire Panel Upgrades.
- IdentiMetrics implementation.
- CLEAR ID Confirm.
- Replace Partial Sewer Line to Driggs.
- West Side Middle School HVAC Upgrade Phase II.
- Kennedy High School Pool Deck Support System.
- Man-Trap Doors at Driggs and Wilson.
- Main Entrance Flooring at Driggs and Washington.
- Enlightenment Intercom installation.
- Indoor Air Quality Survey – State Mandated.
- Municipal Stadium: Install 4 Cameras for Added Safety and Security at Football Games.

Waterbury Public Schools

Thank You

to the
Operations Team
for their
Continued Commitment
to
Safe, Effective and Enjoyable Learning Environments!

WATERBURY
PUBLIC SCHOOLS

#5

Adam Shaban
Interim Food Service Director
Office (203) 574-8036
ashaban@waterbury.k12.ct.us

August 1, 2025

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

RE: Equipment Assistance Grant (USDA)

Dear President Hernandez and Commissioners:

The Connecticut State Department of Education (CSDE) announced a grant for the 2025-2026 School year released by the United State Department of Agriculture (USDA) through the National School Lunch Program (NSLP) aimed at assisting participating districts with the purchase of equipment. This is a competitive grant, not an entitlement grant. CSDE will award $108,255 to participating Connecticut Districts selected through the competitive process. Districts may apply for up to $15,000. No matching funds are required. There are more details in my attached grant applications document. Board of Education approval is required.

I respectfully request your permission to apply for the Grant Assistance Grant. Thank you for your consideration.

Very Truly Yours,

Adam Shaban

Adam Shaban, Interim Food Service Director

c: Dr. Darren M. Schwartz
Nicholas Albini

Connecticut State
Department of Education
Charlene M. Russell-Tucker
Commissioner of Education

Bureau of Child Nutrition Programs

Request for Proposal (RFP)
National School Lunch Program (NSLP)
Equipment Assistance Grants

Application Due Date: July 25, 2025

Published: July 1, 2025
RFP #972

CONNECTICUT
Education

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Table of Contents

General Information

Background 3
Grant Period 3
Eligible Applicants 3
Funding 3
Overall Use of Funds 4
Purpose of the NSLP Equipment Assistance Grant 4
Scoring Consideration 5
Project Reporting 5
Application Deadline 5

Application Requirements

Obligations of Grantees 6
Assurances 6
Freedom of Information Act 6
Management Control of the Program and Grant Consultation 6

NSLP Equipment Assistance Grant Proposal 7
Budget Form 10
Budget Object Codes 11
Budget Narrative 12
Statement of Assurances 13
Sample Scoring Criteria Form 18
Federal Terms and Conditions 19
Appendix 21

National School Lunch Program Equipment Assistance Grants

General Information

Background

The Fiscal Year (FY) 2024 Consolidated Appropriations Act, Public Law 118-42, provides funds to State agencies to competitively award Equipment Assistance Grants to eligible school food authorities (SFAs) participating in the National School Lunch Program (NSLP). The funds allow SFAs to purchase equipment that enhances the school Child Nutrition Program in the following ways:

- opportunities to impact nutrition and improve the quality of school meals;
- supporting the implementation of updated nutrition requirements for school meals as well as healthier meals that meet the updated meal patterns with emphasis on serving more fruits and vegetables, which includes items purchased locally;
- address food safety considering the age of food service equipment or lack of appropriate items; and
- improve and expand participation in the NSLP and/or School Breakfast Program (SBP).

Grant Period – July 1, 2025, through September 30, 2026

The United States Department of Agriculture (USDA) encourages grant recipients, through whatever means available, to expend all of their NSLP Equipment Assistance Grant funds within the grant period. **SFAs must fully obligate their grant amounts by September 30, 2025.** Federal procurement regulations at 7 CFR § 210.21 and 2 CFR §§ 200.317-326 indicate that equipment competitively procured using these grant funds must be necessary, reasonable, and allocable. SFAs must follow all federal, state, and local procurement laws when purchasing equipment with these grant awards. Grant recipients must withdraw funds no later than sixty (60) days after the grant end date. There are no exceptions to or waivers from this requirement.

SFAs that are unable to obligate their grant amounts in full must notify the state agency by **October 15, 2025.** The unobligated funds will not be released and may be reallocated to a different applicant.

Eligible Applicants

The Connecticut State Department of Education (CSDE) awards these grants via a competitive grant process to SFAs. Priority is given to schools that did not receive a previous NSLP Equipment Assistance Grant award within the last year.

Funding

Total funds available are $108,255. The CSDE will award grants of at least $1,000 and up to $15,000 per SFA (see section on Overall Use of Funds for further clarification). The grant

reimbursement will occur upon the SFA's submission of a Fund Request within the Connecticut eGrants Management System (eGMS).

The CSDE will make grant awards under this program based on scoring criteria (see page 18) and reserves the right to limit or prorate the award amounts based on the number and need of applicants. Grants are not final until the execution of award letters within the eGMS System. The level of funding, reporting requirements, and effective dates of the project will be set forth in the notification of the grant award.

Overall Use of Funds

For the FY 2024 Equipment Assistance Grant, Congress has specified that the threshold for the purchase of equipment cannot be lower than $1,000.

In addition, proposals may include any costs that are reasonably required to procure new equipment and place it in service. This includes delivery, installation, testing, and disposal of the old equipment. For example, the purchase of a oven for the school food service would be an allowable cost, which could include the cost of minor alterations necessary for installation or operation. However, a general renovation or extension to a food service area would fall under the category of construction costs, which is not an allowable cost of these grant funds.

As with all Federal grant funds, procurement regulations at 7 CFR § 210.21 and 2 CFR §§ 200.317-326 apply, and equipment competitively procured using these grant funds must be necessary, reasonable, and allocable. **SFAs are required to follow all federal, state, and local procurement laws when purchasing equipment with these grant funds** (see page 19 for Federal Requirements).

Purpose of the NSLP Equipment Assistance Grants

These funds will allow SFAs to purchase the equipment needed to meet the new nutritional standards for schools. The proposal must address how the equipment improves the quality of school meals as well as the focus areas identified below:

- **Food Safety:** Equipment that improves the safety of food served in the school meal programs (e.g., cold, or hot holding equipment, blast chillers, refrigeration, or freezers).
- **Expand Participation:** Equipment that supports an SFA's improvement or expansion of participation in the NSLP or SBP (e.g., strategies for adopting cafeteria changes that provide more convenience and appeal to the student).
- **Efficiency:** Equipment that improves the overall energy efficiency of the school nutrition operation which could include food storage and distribution/service (e.g., purchase of an energy efficient walk-in freezer to replace an outdated energy-demanding freezer).
- **Promote "Smarter Lunchrooms:"** A smarter lunchroom is one that influences students toward choosing healthier, more nutritious, as well as local foods.

Scoring Consideration

The CSDE will not score submitted proposals that do not contain written quotes for the cost of equipment and any necessary related work. During the scoring and selection process the CSDE will consider the following factors:

- opportunities to realize a meaningful impact on nutrition and quality of meals (such as serving more local foods or replacing fryers with combination steamer ovens);
- age of food service equipment or lack of appropriate items;
- ability of the food service equipment to increase the efficiency cafeteria operations (food access/preparation/storage/distribution/service); and
- strategies for adopting "Smarter Lunchrooms" (e.g., lunchroom changes that provide more convenience and appeal to the student population, highlighting healthier choices, redesigning menus that target healthier entrees/options as well as local food options).

To read more about the Smarter Lunchrooms initiative, follow this link: Smarter Lunchrooms Movement | SNAP-Ed (usda.gov).

Project Reporting

The CSDE will require complete accountability of the use of these grant funds, thus all grantees will submit accountability reports as requested in a format provided by the CSDE. Each grant recipient must submit a summative report of the purchase and installation of the equipment funded pursuant to this grant. Grantees must provide a final project report to Sean Fogarty (Sean.Fogarty@ct.gov) **on or before September 30, 2026**. All grantees must obligate their grant amounts by **September 30, 2025.** Grantees that are unable to obligate their grant amounts in full must notify the state agency by **October 15, 2025,** and the unobligated funds will not be released. The CSDE may reallocate available funds (the returned funds and the funds not previously obligated to the grantees) to award the next applicant approved for an equipment grant that had not received funds during the initial competitive grant application process.

Application Deadline

Proposals must be received by 5:00 PM Eastern time July 25, 2025. The CSDE will not grant extensions.

The proposal must bear the signature of the food service director and the authorized representative of the SFA. A signature is also required in the Statement of Assurances, which is a component of all proposals. Submit only pages 7-17, excluding page 11, electronically via email. Questions should be directed to Sean Fogarty at 860-807-2055 or Sean.Fogarty@ct.gov. Applications must be e-mailed to:

Sean Fogarty, Grants & Contracts Specialist
Connecticut State Department of Education
Bureau of Child Nutrition Programs
Sean.Fogarty@ct.gov

Application Requirements

Obligations of Grantees

All bidders are hereby notified that the grant to be awarded is subject to contract compliance requirements as set forth in Connecticut General Statutes (C.G.S.) § 4a-60 and § 46a-68j-21 et seq. of the Regulations of Connecticut State Agencies (R.C.S.A).

Furthermore, the grantee must submit periodic reports of its employment and subcontracting practices in such form, in such manner and at such time as may be prescribed by the Commission on Human Rights and Opportunities.

Assurances

Each application must include a Statement of Assurances undersigned by the authorized official of the district (pages 13-17).

Freedom of Information Act

All of the information contained in any proposal submitted in response to this RFP is subject to the provisions of the Connecticut Freedom of Information Act (FOIA), C.G.S. Sections 1-200 et seq. The FOIA states that, except as provided by Federal or State law, records maintained by any public agency (as defined in FOIA) are public records, and every person has the right to inspect and request a copy of such records.

Management Control of the Program and Grant Consultation

The grantee must have complete management control of this grant. While CSDE staff may be consulted for their expertise, they will not be directly responsible for the selection of sub-grantees or vendors, nor will they be directly involved in the expenditure and payment of funds.

RFP # 972

Project Number
For State Use Only

NSLP Equipment Grant 2026

NSLP Equipment Assistance Grant Proposal

Submit one (1) proposal and budget page per site

Applicant School Food Authority

SFA Name: ____City of Waterbury___ Sponsor Agreement Number: 151_____

UEI Number: _FK6BBDDKM5F8_____

Address:
562 Captain Neville Dr, Waterbury CT 06705

Name of School/Site Where Equipment Will Be Used or Installed:

Wallace Middle School

Did this school previously receive an equipment grant last round? Yes: __ No: X__

Equipment Sought: _____

Total Amount Requested: $_5213___ Number of Students to Benefit: __1199_____

(Minimum $1,000 and Limit $15,000 total per SFA)

Please provide two (2) points of contact for your SFA for this project:

Primary Contact Person

Name: *Adam Shaban*

Phone Number of Contact Person: 203-228-2457

E-mail Address of Contact Person: **ashaban@waterbury.k12.ct.us**

Secondary Contact Person

Name: *Gina Morton*

Phone Number of Contact Person: 203-574-6806

E-mail Address of Contact Person: **gmorton@waterbury.k12.ct.us**

NSLP Attestation & Signature Page

I, Doreen Biolo, the undersigned authorized chief administrative official of this School Food Authority, submit this application on behalf of the participating agency, attest to the appropriateness and accuracy of the information contained herein, and certify that this application, if funded, will comply with all federal, state and local requirements and that the Statement of Assurances and all other assurances made herein will be fully implemented.

Signature: _____ Title: School Chief Financial Officer

Name (typed): Doreen Biolo Date: 7-25-25

****

As the Director/Manager/Supervisor of Food Services, I am aware of this grant application and attest to the accuracy of the information provided herein.

Signature: _____, Director/Manager/Supervisor of Food Services

Name (typed): LINDA FRANZESE Date: 7/25/25

Description of Proposed Purchase

1) Submit a quote for the equipment from the vendor, along with detailed information on installation and labor costs. Grant submissions without quote(s) will not be submitted for scoring.

2) Type of equipment requested:

- **X New Equipment**
- ☐ **Replacement of Equipment** *Age of equipment being replaced:* _____
- ☐ **Repair of Equipment** *Age of equipment being repaired:* _____

3) Justify how the requested equipment will increase opportunities to impact nutrition and improve the quality of school meals (you are encouraged to use an addendum to explain each area):

See Addendum

4) Explain how the requested equipment will enhance all of the following areas (you are encouraged to use an addendum to explain each area):

- Support the implementation of updated nutrition requirements for school meals as well as healthier meals that meet the updated meal patterns with emphasis on serving more fruits and vegetables, which includes items purchased locally;
- Address Food Safety (age of food service equipment or lack of appropriate items);
- Improve Efficiency;
- Expand Participation; and
- Promote "Smarter Lunchrooms"

See Addendum

5) Describe an estimated timeline for the purchase and installation of the requested equipment (you may use an addendum if needed): As soon as the grant is awarded we will purchase the equipment

- ➢ As soon as the grant is awarded the district will purchase the equipment.
- ➢ The district will set up the equipment purchased through this grant within 2 weeks of delivery of equipment.
- ➢ The equipment will be used by food service staff for students the same day of set up.

Submit the following:

- ☐ **Pages 7-9 with signature(s);**
- ☐ **this proposal (maximum of two pages explaining equipment, need, and how it will address items 3, 4 and 5 above);**
- ☐ **written quote(s) for the proposed equipment and services;**
- ☐ **the proposed budget and budget narrative (pages 10 and 12);**
- ☐ **the signed Statement of Assurances with the signature of the SFA designated Authorized Representative (pages 13-17); and**

☐ **email all of the above to: Sean.Fogarty@ct.gov**

Budget Form

Fiscal Year 2026

Grant ☒ Contract ☐		
Grantee Name: City of Waterbury Food Service Department Sponsor Agreement Number:151		
Grant Title: **FY2026 NSLP Equipment Assistance Grant**		
Project Title/Equipment: Portable Salad Bar		
CORE-CT Classification: FUND: 12060 SPID: 22386 Program: 82079 Budget Reference: 2026 Chartfield1: 170003		
Grant Period: 7/1/2025 - 9/30/2026		Amount Total:
Codes	**Descriptions**	**Budget Breakdown (if applicable)**
400	Purchased Property Service	
500	Other Purchased Services	
600	Supplies	
700	Property	$5213
	Total	$5213

Budget Object Codes

This list is a description of the codes in the budget. The list is provided to help you in designing your budget for the program.

400 **Purchased Property Services.** Services purchased to operate, repair, maintain, and rent property owned or used by the grantee. These services are performed by persons other than grantee employees. While a product may or may not result from the transaction, the primary reason for the purchase is the service provided.

500 **Other Purchased Services.** Amounts paid for services rendered by organizations or personnel not on the payroll of the grantee (separate from Professional and Technical Services or Property Services). While a product may or may not result from the transaction, the primary reason for the purchase is the service provided.

600 **Supplies.** Amounts paid for items that are consumed, worn out, or deteriorated through use; or items that lose their identity through fabrication or incorporation into different or more complex units or substances.

700 **Property.** Expenditures for acquiring capital assets, including land, existing buildings, existing infrastructure assets, and equipment.

Budget Narrative

Provide a detailed description in the spaces provided below of the proposed use of funds for each line-item amount listed on the budget page. Examples are provided for each budget category.

Code	Description	Amount
400	**Purchased Property Services:** "Quote from XYZ Equipment Supply for the replacement of door and compressor for outdoor walk-in freezer."	
	Quote from Warehouse Store Fixtures: Salad Bar Cambro VBRUHD6110: Sneeze Guard, Tray Rail, Storage, End Table, Wells, Work Table, Cover, Delivery: $5213.38 each	
500	**Other Purchased Services:** "Estimated labor cost for installation of dish machine, including removal of old machine per quote by 123 Services."	
600	**Supplies:** "Estimated amount projected for electrical outlet and wiring for blast chiller as quoted by ABC Electricians."	
700	**Property:** "Quote received for walk-in freezer from XYZ Equipment Supply Company."	
		$5213
	Total	$5213

Standard Statement of Assurances for Grant Programs
Connecticut State Department of Education

Project Title/Equipment:	Wallace Portable Salad Bar
Applicant:	Waterbury Public Schools/ City of Waterbury Food Service

The Applicant hereby assures the Connecticut State Department of Education that:

A. The applicant has the necessary legal authority to apply for and receive the proposed grant.

B. The filing of this application has been authorized by the applicant's governing body, and the undersigned official has been duly authorized to file this application for and on behalf of said applicant, and otherwise to act as the authorized representative of the applicant in connection with this application*.

C. The activities and services for which assistance is sought under this grant will be administered by or under the supervision and control of the applicant.

D. The project will be operated in compliance with all applicable state and federal laws and in compliance with regulations and other policies and administrative directives of the State Board of Education and the Connecticut State Department of Education.

E. Grant funds shall not be used to supplant funds normally budgeted by the agency.

F. Fiscal control and accounting procedures will be used to ensure proper disbursement of all funds awarded.

G. The applicant will submit a final project report (within 60 days of the project completion) and such other reports, as specified, to the Connecticut State Department of Education, including information relating to the project records and access thereto as the Connecticut State Department of Education may find necessary.

H. The Connecticut State Department of Education reserves the exclusive right to use and grant the right to use and/or publish any part or parts of any summary, abstract, reports, publications, records and materials resulting from this project and this grant.

I. If the project achieves the specified objectives, every reasonable effort will be made to continue the project and/or implement the results after the termination of state/federal funding.

J. The applicant will protect and save harmless the State Board of Education from financial loss and expense, including legal fees and costs, if any, arising out of any breach of the duties, in whole or part, described in the application for the grant.

K. At the conclusion of each grant period, the applicant will provide for an independent audit report acceptable to the grantor in accordance with Sections 7-394a and 7-396a of

the C.G.S., and the applicant shall return to the Connecticut State Department of Education any moneys not expended in accordance with the approved program/operation budget as determined by the audit.

L. Nondiscrimination

1) For purposes of this Section, the following terms are defined as follows:
   a. "Commission" means the Commission on Human Rights and Opportunities;
   b. "Contract" and "contract" means this grant;
   c. "Contractor" and "contractor" means the applicant and any successors or assigns;
   d. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
   e. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
   f. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
   g. "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
   h. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
   i. "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of C.G.S. § 32-9n; and
   j. "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

2) For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (a) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract

or quasi-public agency project contract, (b) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in C.G.S. § 1-267, (c) the federal government, (d) a foreign government, or (e) an agency of a subdivision, state or government described in the immediately preceding enumerated items (a), (b), (c), or (d).

3) (a) 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, status as a veteran, status as a victim of domestic violence, 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 ensure 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, status as a veteran, status as a victim of domestic violence, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (b) 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; (c) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission 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; (d) the Contractor agrees to comply with each provision of this Section and C.G.S. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to C.G.S. §§ 46a-56, 46a-68e, 46a-68f and 46a-86; and (e) 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 C.G.S. § 46a-56. 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 projects.

4) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

5) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

6) The Contractor shall include the provisions of subsection (3) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and in every subcontract entered into in order to fulfill any obligation of a municipal public works contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with C.G.S. § 46a-56, as amended; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding the State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
7) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
8) (a) 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 the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (b) 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; (c) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to C.G.S. § 46a-56; and (d) 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 C.G.S. § 46a-56.
9) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with C.G.S. § 46a-56, as amended; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

10) Nondiscrimination Certification. Pursuant to subsection (c) of section 4a-60 and subsection (b) of section 4a-60a of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this section and that it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such sections. The Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by signing this Statement of Assurances below.

M. The grant award is subject to approval of the Connecticut State Department of Education and availability of state or federal funds.

N. The applicant agrees and warrants that Sections 4-190 to 4-197, inclusive, of the C.G.S. concerning the Personal Data Act and Sections 10-4-8 to 10-4-10, inclusive, of the Regulations of Connecticut State Agencies promulgated there under are hereby incorporated by reference.

I, the undersigned authorized official, hereby certify that these assurances shall be fully implemented.

Signature of Authorized Official:	
Name: *(typed)*	Doreen Biolo
Title: *(typed)*	School Chief Financial Officer
Date:	

***The Waterbury Board of Education will vote to approve the application at their next voting meeting on August 21, 2025.**

Initials of Scorer: _____

Total Score:

Connecticut State Department of Education
National School Lunch Program Equipment Assistance Grant
Scoring Criteria Form

School District: __Waterbury School District_____

School/Site Name: ____Wallace Middle School_____ Project Number: _____

Reader Instructions: Give the proposal a score that best describes its attributes in each category. Add scores for all the sections and record the total number in the above "Total Score" box.
The total maximum score is 65. *Proposals submitted without cost quotes will not be scored.*

Improve Quality	**EXCELLENT 15 points**	**GOOD 10 points**	**MARGINAL 5 points**	**INADEQUATE 0 points**
The proposed equipment will improve the quality of school meals.				
Focus Area(s)	**EXCELLENT 15 points**	**GOOD 10 points**	**MARGINAL 5 points**	**INADEQUATE 0 points**
The proposal addresses all of the following areas: food safety, efficiency, expanded participation, and notes strategies for adopting Smarter Lunchrooms.				
Assurance to Meet Timeline	**EXCELLENT 15 points**	**GOOD 10 points**	**MARGINAL 5 points**	**INADEQUATE 0 points**
The proposal clearly describes the ability to expend funds within the specified time frame.				
Budget	**EXCELLENT 20 points**	**GOOD 10 points**	**MARGINAL 5 points**	**INADEQUATE 0 points**
The budget provides sufficient support for success, is cost effective, and appears reasonable based on the project and financial status of applicant. Review the Budget and Narrative.				
Previously received USDA equipment funding last year	**YES Minus 25 points**		**NO 0 points**	

Strengths:

Weaknesses:

Recommend Funding: Yes No

Federal Terms and Conditions

SFAs chosen for an award from this RFP must comply with the following regulations, principles and assurances:

Government-wide Regulations

- 2 CFR Part 25: "Universal Identifier and Central Locator Contractor Registration"
- 2 CFR Part 170: "Reporting Sub-award and Executive Compensation Information"
- 2 CFR Part 175: "Award Term for Trafficking in Persons"
- 2 CFR Part 180: "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-Procurement)"
- 2 CFR Part 200: "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards"
- 2 CFR Part 400: USDA Implementing regulations "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards"
- 2 CFR Part 415: USDA "General Program Administrative Regulations"
- 2 CFR Part 416: USDA "General Program Administrative Regulations for Grants and Cooperative Agreements to State and Local Governments"
- 2 CFR Part 417: USDA "Implementation of OMB Guidance on Non-Procurement Debarment and Suspension"
- 2 CFR Part 418 USDA "New Restrictions on Lobbying"
- 2 CFR Part 421: USDA "Requirements for Drug-Free Workplace (Financial Assistance)"
- 41 USC Section 22 "Interest of Member of Congress"
- Duncan Hunter National Defense Authorization Act of Fiscal Year 2009, Public Law 110-417
- Sections 738 and 739 of the Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2012 (P.L. 112-55)
- "The Federal Funding Accountability and Transparency Act (FFATA), dated September 26, 2006"

Cost Principles

- 2 CFR Part 200: Subpart E, Cost Principles

USDA Regulations

- 7 CFR Part 15: "Nondiscrimination."
- Freedom of Information Act (FOIA). Public access to Federal Financial Assistance records shall not be limited, except when such records must be kept confidential and would have been excepted from disclosure pursuant to the federal regulations (5 U.S.C. 552).

Assurance of Civil Rights Compliance

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-et seq.), USDA regulations at 7 CFR Part 15, Nondiscrimination, and Department of Justice regulations at 28 CFR Part 42, Nondiscrimination; Equal Employment Opportunity: Policies and Procedures.
- Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.) and USDA regulations at 7 CFR Part 15a, Education Programs or Activities Receiving or Benefiting from Federal Financial Assistance.
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 1681 et seq.) and USDA regulations at 7 CFR Part 15a, Education Programs or Activities Receiving or Benefiting from Federal Financial Assistance, and Department of Justice regulations at 28 CFR Part 41, Implementation of Executive Order 12250, Nondiscrimination on the Basis of Handicap In Federally Assisted Programs.
- Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), the Grantee assures that it will immediately take any measures necessary to effectuate the requirements in these laws, regulations and directives. The Grantee gives this assurance in consideration of and for the purpose of obtaining the funds provided under this agreement.
- The Americans with Disabilities Act of 1990 (ADA) prohibits discrimination on the basis of disability in employment (Title I), state and local government services (Title II), places of public accommodation and commercial facilities (Title III). (42 U.S.C. 12101-12213).

USDA Nondiscrimination Statement

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: **https://www.usda.gov/sites/default/files/documents/ad-3027.pdf**, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

1. **mail:** U.S. Department of Agriculture
   Office of the Assistant Secretary for Civil Rights
   1400 Independence Avenue, SW
   Washington, D.C. 20250-9410;
2. **fax:** (202) 690-7442; or
3. **email:** program.intake@usda.gov.

This institution is an equal opportunity provider.

Appendix

Fuel Up to Play – National Dairy Council

The USDA has an initiative with the National Football League and National Dairy Council's Fuel Up to Play 60 (FUTP60) program to provide additional funding opportunities to help schools upgrade their kitchen equipment and infrastructure. These grants will help move millions of America's youth from hungry to healthy through the provision of additional resources to schools to meet the updated national nutrition standards by helping to serve meals with more whole grains, fruits, vegetables, lean protein and low-fat dairy, and less sodium and fat. The FUTP60 opportunity is a separate grant announcement from this RFP. SFAs are encouraged to apply directly to FUTP60 through: Fuel Up to Play 60

Addendum

Justify how the requested equipment will increase opportunities to impact nutrition and improve the quality of school meals (you are encouraged to use an addendum to explain each area):

The City has piloted salad bars at various sites towards the end of the last school year with success. We hope to increase this program where space and logistics allow and have identified sites that would benefit from this program. Wallace Middle School has large diverse population we feel would benefit from a salad bar. With the funds from this grant we would be able to purchase a portable salad bar that could be moved to fit the unique needs of the space in the cafeteria. This piece of equipment would allow us to easily highlight healthier options and give a platform to display locally sourced products, when in season. It would also allow students to pick and choose the vegetables and proteins that they prefer and promote healthy meal options.

Explain how the requested equipment will enhance all of the following areas (you are encouraged to use an addendum to explain each area):

- Support the implementation of updated nutrition requirements for school meals as well as healthier meals that meet the updated meal patterns with emphasis on serving more fruits and vegetables, which includes items purchased locally;

  The portable salad bar will give us a standalone location to promote locally sourced items and present an appealing and front of the line location for various fruits and vegetables.
- Address Food Safety (age of food service equipment or lack of appropriate items);

  We currently do not have a place with which to accomplish this objective and this piece of equipment will allow us a safe and clean place to monitor the quality and safety of the food.
- Improve Efficiency;

  By having a portable salad bar we will be able to adjust location as the needs of the school change.
- Expand Participation;

  Empowering students to select the items they prefer, while maintaining program compliance, will engage the students and make them more likely to participate in the program as a whole.

RestaurantCity
EQUIPMENT SUPERSTORE
(203) 575-0111
84 PROGRESS LANE, WATERBURY, CT 06705 | WWW.RESTAURANTCITY.COM

07/18/2025

Quote

Project: Waterbury Schools Salad Bar

From: David Silverman
Warehouse Store
84 Progress Lane
Waterbury, CT 06
203/575-0111
davids@restaura

Job Reference Number: 16227

Item	Qty	Description	
1	1 ea	**SERVING COUNTER, COLD FOOD** Cambro VBRUHD6110 Versa Food Bar™ Ultra Series Serving Buffet, cold food, 6 ft. unit, 82"L x 42-1/2"W x 62-3/4"H, holds (5) full size food pans, accommodates various size food pans up to 6", cooled with optional Camchillers® or ColdFest®, sneeze guard with protective end panels, 9" wide top merchandising shelf, (2) storage compartments with lockable doors, double-wall polyethylene construction with foam-injected polyurethane, molded-in handles, threaded faucet drain with standard hose hook up underside of well, non-electrical, (4) 6" heavy duty swivel casters with brakes, black, NSF, Made in USA	$3,1
	2 ea	VBRR6191 Versa Tray Rail Only, for 6 ft. Versa Food Bar™, granite gray, NSF, Made in USA	$3
	2 ea	VBRTBL191 Versa End Table, with arm, granite gray, Made in USA	$3
	2 ea	CPB1220159 Buffet Camchiller®, 18-1/2" x 12-5/8" x 4", cold blue, NSF, Made in USA	$1
	6 ea	DIV12148 Divider Bar, 12-3/4"L, white, NSF, Made in USA	
	6 ea	DIV20148 Divider Bar, 20-7/8"L, white, NSF, Made in USA	
	1 ea	VBRWC110 Versa Well Cover, for Versa Food Bar™ and work tables, black, NSF, Made in USA	$
	1 ea	VBRCVR6000 Versa Food Bar™ Cover, for 6 ft. food bar, opaque, Made in USA	$2



Extended Tota

Merchandise

Delivery and Se

in Place

Total

PRICING

Given the current volatility in the market with supply chain disruptions and manufacturing/shi delays, pricing is valid for 5 days only from quotation date, subject to any manufacturer price i that may occur in the interim. Pricing firm for orders placed with a bona-fide deposit or paid i Cancellations, returns, or changes are subject to applicable restocking/cancellation fees. No c credit card refunds, store credit only.

RETURNS & RESTOCKING FEES

All returns/cancellations approved by management will be converted to store credit for use on order. A restocking fee will be assessed at Restaurant City's discretion. Shipping and handling f not refundable or convertible to store credit. All returns must be approved by management, transporting merchandise to the store is the responsibility of the customer, and not Restaurant unless delivery services are negotiated and paid for separately.

SPECIAL ORDERS

Special orders can not be canceled, all sales final.

DELIVERY

Customer should inspect all packages/products for damage before accepting delivery. 3rd Part carriers will NOT accept claims for damage or offer credit for a delivery after it has been accepi freight damage is noticed, please refuse delivery and note on the freight bill AT TIME OF DELIV Concealed damage must be REPORTED TO THE FREIGHT CARRIER. In the event of such damag the CUSTOMER'S RESPONSIBILITY to file a freight claim directly with the carrier within 24 hour:

Restaurant City does NOT assume responsibility for unavoidable delays in manufacturing or tra

Acceptance: _____ Date: _____

Printed Name: _____

Project Grand Total: $5,213.38

Connecticut State
Department of Education
Charlene M. Russell-Tucker
Commissioner of Education

Bureau of Child Nutrition Programs

Request for Proposal (RFP)
National School Lunch Program (NSLP)
Equipment Assistance Grants

Application Due Date: July 25, 2025

Published: July 1, 2025
RFP #972

CONNECTICUT
Education

The Connecticut State Department of Education is committed to a policy of equal opportunity/affirmative action for all qualified persons. The Connecticut Department of Education does not discriminate in any employment practice, education program, or educational activity on the basis of: race; color; religious creed; age; sex; pregnancy; sexual orientation; workplace hazards to reproductive systems; gender identity or expression; marital status; national origin; ancestry; retaliation for previously opposed discrimination or coercion; intellectual disability; genetic information; learning disability; physical disability (including, but not limited to, blindness); mental disability (past/present history thereof); military or veteran status; status as a victim of domestic violence; or criminal record in state employment, in accordance with applicable statutes, unless there is a bona fide occupational qualification excluding persons in any of the aforementioned protected classes. Inquiries regarding the Connecticut State Department of Education's nondiscrimination policies should be directed to: Attorney Louis Todisco, Connecticut State Department of Education, by mail 450 Columbus Boulevard, Suite 605, Hartford, CT 06103-1841; or by telephone 860-713-6594; or by email louis.todisco@ct.gov.

Table of Contents

General Information

Background 3
Grant Period 3
Eligible Applicants 3
Funding 3
Overall Use of Funds 4
Purpose of the NSLP Equipment Assistance Grant 4
Scoring Consideration 5
Project Reporting 5
Application Deadline 5

Application Requirements

Obligations of Grantees 6
Assurances 6
Freedom of Information Act 6
Management Control of the Program and Grant Consultation 6

NSLP Equipment Assistance Grant Proposal 7
Budget Form 10
Budget Object Codes 11
Budget Narrative 12
Statement of Assurances 13
Sample Scoring Criteria Form 18
Federal Terms and Conditions 19
Appendix 21

National School Lunch Program Equipment Assistance Grants

General Information

Background

The Fiscal Year (FY) 2024 Consolidated Appropriations Act, Public Law 118-42, provides funds to State agencies to competitively award Equipment Assistance Grants to eligible school food authorities (SFAs) participating in the National School Lunch Program (NSLP). The funds allow SFAs to purchase equipment that enhances the school Child Nutrition Program in the following ways:

- opportunities to impact nutrition and improve the quality of school meals;
- supporting the implementation of updated nutrition requirements for school meals as well as healthier meals that meet the updated meal patterns with emphasis on serving more fruits and vegetables, which includes items purchased locally;
- address food safety considering the age of food service equipment or lack of appropriate items; and
- improve and expand participation in the NSLP and/or School Breakfast Program (SBP).

Grant Period – July 1, 2025, through September 30, 2026

The United States Department of Agriculture (USDA) encourages grant recipients, through whatever means available, to expend all of their NSLP Equipment Assistance Grant funds within the grant period. **SFAs must fully obligate their grant amounts by September 30, 2025**. Federal procurement regulations at 7 CFR § 210.21 and 2 CFR §§ 200.317-326 indicate that equipment competitively procured using these grant funds must be necessary, reasonable, and allocable. SFAs must follow all federal, state, and local procurement laws when purchasing equipment with these grant awards. Grant recipients must withdraw funds no later than sixty (60) days after the grant end date. There are no exceptions to or waivers from this requirement.

SFAs that are unable to obligate their grant amounts in full must notify the state agency by **October 15, 2025.** The unobligated funds will not be released and may be reallocated to a different applicant.

Eligible Applicants

The Connecticut State Department of Education (CSDE) awards these grants via a competitive grant process to SFAs. Priority is given to schools that did not receive a previous NSLP Equipment Assistance Grant award within the last year.

Funding

Total funds available are $108,255. The CSDE will award grants of at least $1,000 and up to $15,000 per SFA (see section on Overall Use of Funds for further clarification). The grant

reimbursement will occur upon the SFA's submission of a Fund Request within the Connecticut eGrants Management System (eGMS).

The CSDE will make grant awards under this program based on scoring criteria (see page 18) and reserves the right to limit or prorate the award amounts based on the number and need of applicants. Grants are not final until the execution of award letters within the eGMS System. The level of funding, reporting requirements, and effective dates of the project will be set forth in the notification of the grant award.

Overall Use of Funds

For the FY 2024 Equipment Assistance Grant, Congress has specified that the threshold for the purchase of equipment cannot be lower than $1,000.

In addition, proposals may include any costs that are reasonably required to procure new equipment and place it in service. This includes delivery, installation, testing, and disposal of the old equipment. For example, the purchase of a oven for the school food service would be an allowable cost, which could include the cost of minor alterations necessary for installation or operation. However, a general renovation or extension to a food service area would fall under the category of construction costs, which is not an allowable cost of these grant funds.

As with all Federal grant funds, procurement regulations at 7 CFR § 210.21 and 2 CFR §§ 200.317-326 apply, and equipment competitively procured using these grant funds must be necessary, reasonable, and allocable. **SFAs are required to follow all federal, state, and local procurement laws when purchasing equipment with these grant funds** (see page 19 for Federal Requirements).

Purpose of the NSLP Equipment Assistance Grants

These funds will allow SFAs to purchase the equipment needed to meet the new nutritional standards for schools. The proposal must address how the equipment improves the quality of school meals as well as the focus areas identified below:

- **Food Safety:** Equipment that improves the safety of food served in the school meal programs (e.g., cold, or hot holding equipment, blast chillers, refrigeration, or freezers).
- **Expand Participation:** Equipment that supports an SFA's improvement or expansion of participation in the NSLP or SBP (e.g., strategies for adopting cafeteria changes that provide more convenience and appeal to the student).
- **Efficiency:** Equipment that improves the overall energy efficiency of the school nutrition operation which could include food storage and distribution/service (e.g., purchase of an energy efficient walk-in freezer to replace an outdated energy-demanding freezer).
- **Promote "Smarter Lunchrooms:"** A smarter lunchroom is one that influences students toward choosing healthier, more nutritious, as well as local foods.

Scoring Consideration

The CSDE will not score submitted proposals that do not contain written quotes for the cost of equipment and any necessary related work. During the scoring and selection process the CSDE will consider the following factors:

- opportunities to realize a meaningful impact on nutrition and quality of meals (such as serving more local foods or replacing fryers with combination steamer ovens);
- age of food service equipment or lack of appropriate items;
- ability of the food service equipment to increase the efficiency cafeteria operations (food access/preparation/storage/distribution/service); and
- strategies for adopting "Smarter Lunchrooms" (e.g., lunchroom changes that provide more convenience and appeal to the student population, highlighting healthier choices, redesigning menus that target healthier entrees/options as well as local food options).

To read more about the Smarter Lunchrooms initiative, follow this link: Smarter Lunchrooms Movement | SNAP-Ed (usda.gov).

Project Reporting

The CSDE will require complete accountability of the use of these grant funds, thus all grantees will submit accountability reports as requested in a format provided by the CSDE. Each grant recipient must submit a summative report of the purchase and installation of the equipment funded pursuant to this grant. Grantees must provide a final project report to Sean Fogarty (Sean.Fogarty@ct.gov) **on or before September 30, 2026**. All grantees must obligate their grant amounts by **September 30, 2025.** Grantees that are unable to obligate their grant amounts in full must notify the state agency by **October 15, 2025,** and the unobligated funds will not be released. The CSDE may reallocate available funds (the returned funds and the funds not previously obligated to the grantees) to award the next applicant approved for an equipment grant that had not received funds during the initial competitive grant application process.

Application Deadline

Proposals must be received by 5:00 PM Eastern time July 25, 2025. The CSDE will not grant extensions.

The proposal must bear the signature of the food service director and the authorized representative of the SFA. A signature is also required in the Statement of Assurances, which is a component of all proposals. Submit only pages 7-17, excluding page 11, electronically via email. Questions should be directed to Sean Fogarty at 860-807-2055 or Sean.Fogarty@ct.gov. Applications must be e-mailed to:

Sean Fogarty, Grants & Contracts Specialist
Connecticut State Department of Education
Bureau of Child Nutrition Programs
Sean.Fogarty@ct.gov

Application Requirements

Obligations of Grantees

All bidders are hereby notified that the grant to be awarded is subject to contract compliance requirements as set forth in Connecticut General Statutes (C.G.S.) § 4a-60 and § 46a-68j-21 et seq. of the Regulations of Connecticut State Agencies (R.C.S.A).

Furthermore, the grantee must submit periodic reports of its employment and subcontracting practices in such form, in such manner and at such time as may be prescribed by the Commission on Human Rights and Opportunities.

Assurances

Each application must include a Statement of Assurances undersigned by the authorized official of the district (pages 13-17).

Freedom of Information Act

All of the information contained in any proposal submitted in response to this RFP is subject to the provisions of the Connecticut Freedom of Information Act (FOIA), C.G.S. Sections 1-200 et seq. The FOIA states that, except as provided by Federal or State law, records maintained by any public agency (as defined in FOIA) are public records, and every person has the right to inspect and request a copy of such records.

Management Control of the Program and Grant Consultation

The grantee must have complete management control of this grant. While CSDE staff may be consulted for their expertise, they will not be directly responsible for the selection of sub-grantees or vendors, nor will they be directly involved in the expenditure and payment of funds.

RFP # 972

Project Number
For State Use Only

NSLP Equipment Grant 2026

NSLP Equipment Assistance Grant Proposal

Submit one (1) proposal and budget page per site

Applicant School Food Authority

SFA Name: ____City of Waterbury___ Sponsor Agreement Number: 151_____

UEI Number: FK6BBDDKM5F8

Address:
562 Captain Neville Dr, Waterbury CT 06705

Name of School/Site Where Equipment Will Be Used or Installed:

Waterbury Career Academy

Did this school previously receive an equipment grant last round? Yes: __ No: X__

Equipment Sought: __Portable Salad Bar

Total Amount Requested: $ 5213. Number of Students to Benefit: __714_____

(Minimum $1,000 and Limit $15,000 total per SFA)

Please provide two (2) points of contact for your SFA for this project:

Primary Contact Person

Name: *Adam Shaban*

Phone Number of Contact Person: 203-228-2457

E-mail Address of Contact Person: **ashaban@waterbury.k12.ct.us**

Secondary Contact Person

Name: *Gina Morton*

Phone Number of Contact Person: 203-574-6806

E-mail Address of Contact Person: **gmorton@waterbury.k12.ct.us**

NSLP Attestation & Signature Page

I, Doreen Biolo, the undersigned authorized chief administrative official of this School Food Authority, submit this application on behalf of the participating agency, attest to the appropriateness and accuracy of the information contained herein, and certify that this application, if funded, will comply with all federal, state and local requirements and that the Statement of Assurances and all other assurances made herein will be fully implemented.

Signature: Doreen Biolo Title: School Chief Financial Officer

Name (typed): Doreen Biolo **Date:** 7-25-25

****

As the Director/Manager/Supervisor of Food Services, I am aware of this grant application and attest to the accuracy of the information provided herein.

Signature: _____, **Director/Manager/Supervisor of Food Services**

Name (typed): LINDA FENZESK **Date:** 7/25/25

Description of Proposed Purchase

1) **Submit a quote for the equipment from the vendor, along with detailed information on installation and labor costs. Grant submissions without quote(s) will not be submitted for scoring.**

2) **Type of equipment requested:**
   - **X New Equipment**
   - ☐ **Replacement of Equipment** *Age of equipment being replaced:* _____
   - ☐ **Repair of Equipment** *Age of equipment being repaired:* _____

3) **Justify how the requested equipment will increase opportunities to impact nutrition and improve the quality of school meals (you are encouraged to use an addendum to explain each area):**

   See Addendum

4) **Explain how the requested equipment will enhance all of the following areas (you are encouraged to use an addendum to explain each area):**
   - Support the implementation of updated nutrition requirements for school meals as well as healthier meals that meet the updated meal patterns with emphasis on serving more fruits and vegetables, which includes items purchased locally;
   - Address Food Safety (age of food service equipment or lack of appropriate items);
   - Improve Efficiency;
   - Expand Participation; and
   - Promote "Smarter Lunchrooms"

   See Addendum

5) **Describe an estimated timeline for the purchase and installation of the requested equipment (you may use an addendum if needed):**
   - ➢ As soon as the grant is awarded the district will purchase the equipment.
   - ➢ The district will set up the equipment purchased through this grant within 2 weeks of delivery of equipment.
   - ➢ The equipment will be used by food service staff for students the same day of set up.

Submit the following:

- ☐ **Pages 7-9 with signature(s);**
- ☐ **this proposal (maximum of two pages explaining equipment, need, and how it will address items 3, 4 and 5 above);**
- ☐ **written quote(s) for the proposed equipment and services;**
- ☐ **the proposed budget and budget narrative (pages 10 and 12);**
- ☐ **the signed Statement of Assurances with the signature of the SFA designated Authorized Representative (pages 13-17); and**
- ☐ **email all of the above to: Sean.Fogarty@ct.gov**

Budget Form

Fiscal Year 2026

Grant ☒
Contract ☐

Grantee Name:
City of Waterbury Food Service Department

Sponsor Agreement Number:151

Grant Title: **FY2026 NSLP Equipment Assistance Grant**

Project Title/Equipment: Portable Salad Bar

CORE-CT Classification: FUND: 12060 SPID: 22386 Program: 82079
Budget Reference: 2026 Chartfield1: 170003

Grant Period: 7/1/2025 - 9/30/2026 Amount Total:

Codes	Descriptions	Budget Breakdown (if applicable)
400	Purchased Property Service	
500	Other Purchased Services	
600	Supplies	
700	Property	[redacted]
	Total	[redacted]

Budget Object Codes

This list is a description of the codes in the budget. The list is provided to help you in designing your budget for the program.

400 **Purchased Property Services.** Services purchased to operate, repair, maintain, and rent property owned or used by the grantee. These services are performed by persons other than grantee employees. While a product may or may not result from the transaction, the primary reason for the purchase is the service provided.

500 **Other Purchased Services.** Amounts paid for services rendered by organizations or personnel not on the payroll of the grantee (separate from Professional and Technical Services or Property Services). While a product may or may not result from the transaction, the primary reason for the purchase is the service provided.

600 **Supplies.** Amounts paid for items that are consumed, worn out, or deteriorated through use; or items that lose their identity through fabrication or incorporation into different or more complex units or substances.

700 **Property.** Expenditures for acquiring capital assets, including land, existing buildings, existing infrastructure assets, and equipment.

Budget Narrative

Provide a detailed description in the spaces provided below of the proposed use of funds for each line-item amount listed on the budget page. Examples are provided for each budget category.

Code	Description	Amount
400	**Purchased Property Services:** "Quote from XYZ Equipment Supply for the replacement of door and compressor for outdoor walk-in freezer."	
500	**Other Purchased Services:** "Estimated labor cost for installation of dish machine, including removal of old machine per quote by 123 Services."	
600	**Supplies:** "Estimated amount projected for electrical outlet and wiring for blast chiller as quoted by ABC Electricians."	
700	**Property:** "Quote received for walk-in freezer from XYZ Equipment Supply Company."	
	Quote from Warehouse Store Fixtures: Salad Bar Cambro VBRUHD6110: Sneeze Guard, Tray Rail, Storage, End Table, Wells, Work Table, Cover, Delivery: $5213.38 each	$5213.
	Total	$5213.

Standard Statement of Assurances for Grant Programs
Connecticut State Department of Education

Project Title/Equipment:	Waterbury Career Academy Portable Salad Bar
Applicant:	Waterbury Public Schools /City of Waterbury Food Service

The Applicant hereby assures the Connecticut State Department of Education that:

A. The applicant has the necessary legal authority to apply for and receive the proposed grant.

B. The filing of this application has been authorized by the applicant's governing body, and the undersigned official has been duly authorized to file this application for and on behalf of said applicant, and otherwise to act as the authorized representative of the applicant in connection with this application.

C. The activities and services for which assistance is sought under this grant will be administered by or under the supervision and control of the applicant.

D. The project will be operated in compliance with all applicable state and federal laws and in compliance with regulations and other policies and administrative directives of the State Board of Education and the Connecticut State Department of Education.

E. Grant funds shall not be used to supplant funds normally budgeted by the agency.

F. Fiscal control and accounting procedures will be used to ensure proper disbursement of all funds awarded.

G. The applicant will submit a final project report (within 60 days of the project completion) and such other reports, as specified, to the Connecticut State Department of Education, including information relating to the project records and access thereto as the Connecticut State Department of Education may find necessary.

H. The Connecticut State Department of Education reserves the exclusive right to use and grant the right to use and/or publish any part or parts of any summary, abstract, reports, publications, records and materials resulting from this project and this grant.

I. If the project achieves the specified objectives, every reasonable effort will be made to continue the project and/or implement the results after the termination of state/federal funding.

J. The applicant will protect and save harmless the State Board of Education from financial loss and expense, including legal fees and costs, if any, arising out of any breach of the duties, in whole or part, described in the application for the grant.

K. At the conclusion of each grant period, the applicant will provide for an independent audit report acceptable to the grantor in accordance with Sections 7-394a and 7-396a of the C.G.S., and the applicant shall return to the Connecticut State Department of Education any moneys not expended in accordance with the approved program/operation budget as determined by the audit.

L. Nondiscrimination

1) For purposes of this Section, the following terms are defined as follows:

a. "Commission" means the Commission on Human Rights and Opportunities;
b. "Contract" and "contract" means this grant;
c. "Contractor" and "contractor" means the applicant and any successors or assigns;
d. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
e. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
f. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
g. "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
h. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
i. "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of C.G.S. § 32-9n; and
j. "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

2) For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (a) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (b) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in C.G.S. § 1-267, (c) the federal government, (d) a foreign government, or (e) an agency of a subdivision, state or government described in the immediately preceding enumerated items (a), (b), (c), or (d).
3) (a) 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, status as a veteran, status as a victim of domestic violence, 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 ensure 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, status as a veteran, status as a victim of domestic violence, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (b) 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; (c) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission 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; (d) the Contractor agrees to comply with each provision of this Section and C.G.S. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to C.G.S. §§ 46a-56, 46a-68e, 46a-68f and 46a-86; and (e) 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 C.G.S. § 46a-56. 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 projects.
4) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the

Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

5) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
6) The Contractor shall include the provisions of subsection (3) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and in every subcontract entered into in order to fulfill any obligation of a municipal public works contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with C.G.S. § 46a-56, as amended; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding the State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
7) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
8) (a) 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 the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (b) 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; (c) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to C.G.S. § 46a-56; and (d) 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 C.G.S. § 46a-56.
9) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with C.G.S. § 46a-56, as amended; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction

Initials of Scorer: _____

Total Score:

Connecticut State Department of Education
National School Lunch Program Equipment Assistance Grant
Scoring Criteria Form

School District: Waterbury School District

School/Site Name: Waterbury Career Academy Project Number: _____

Reader Instructions: Give the proposal a score that best describes its attributes in each category. Add scores for all the sections and record the total number in the above "Total Score" box.
The total maximum score is 65. *Proposals submitted without cost quotes will not be scored.*

Improve Quality	**EXCELLENT** 15 points	**GOOD** 10 points	**MARGINAL** 5 points	**INADEQUATE** 0 points
The proposed equipment will improve the quality of school meals.				
Focus Area(s)	**EXCELLENT** 15 points	**GOOD** 10 points	**MARGINAL** 5 points	**INADEQUATE** 0 points
The proposal addresses all of the following areas: food safety, efficiency, expanded participation, and notes strategies for adopting Smarter Lunchrooms.				
Assurance to Meet Timeline	**EXCELLENT** 15 points	**GOOD** 10 points	**MARGINAL** 5 points	**INADEQUATE** 0 points
The proposal clearly describes the ability to expend funds within the specified time frame.				
Budget	**EXCELLENT** 20 points	**GOOD** 10 points	**MARGINAL** 5 points	**INADEQUATE** 0 points
The budget provides sufficient support for success, is cost effective, and appears reasonable based on the project and financial status of applicant. Review the Budget and Narrative.				
Previously received USDA equipment funding last year	**YES** Minus 25 points		**NO** 0 points	

Strengths:

Weaknesses:

Recommend Funding: Yes No

by the Commission regarding a State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

10) Nondiscrimination Certification. Pursuant to subsection (c) of section 4a-60 and subsection (b) of section 4a-60a of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this section and that it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such sections. The Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by signing this Statement of Assurances below.

M. The grant award is subject to approval of the Connecticut State Department of Education and availability of state or federal funds.

N. The applicant agrees and warrants that Sections 4-190 to 4-197, inclusive, of the C.G.S. concerning the Personal Data Act and Sections 10-4-8 to 10-4-10, inclusive, of the Regulations of Connecticut State Agencies promulgated there under are hereby incorporated by reference.

I, the undersigned authorized official, hereby certify that these assurances shall be fully implemented.

Signature of Authorized Official:	
Name: *(typed)*	Doreen Biolo Doreen Biolo
Title: *(typed)*	School Chief Financial Officer
Date:	7.25.25

The Waterbury Board of Education will vote to approve the application at their next voting meeting on August 21, 2025.

Federal Terms and Conditions

SFAs chosen for an award from this RFP must comply with the following regulations, principles and assurances:

Government-wide Regulations

- 2 CFR Part 25: "Universal Identifier and Central Locator Contractor Registration"
- 2 CFR Part 170: "Reporting Sub-award and Executive Compensation Information"
- 2 CFR Part 175: "Award Term for Trafficking in Persons"
- 2 CFR Part 180: "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-Procurement)"
- 2 CFR Part 200: "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards"
- 2 CFR Part 400: USDA Implementing regulations "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards"
- 2 CFR Part 415: USDA "General Program Administrative Regulations"
- 2 CFR Part 416: USDA "General Program Administrative Regulations for Grants and Cooperative Agreements to State and Local Governments"
- 2 CFR Part 417: USDA "Implementation of OMB Guidance on Non-Procurement Debarment and Suspension"
- 2 CFR Part 418 USDA "New Restrictions on Lobbying"
- 2 CFR Part 421: USDA "Requirements for Drug-Free Workplace (Financial Assistance)"
- 41 USC Section 22 "Interest of Member of Congress"
- Duncan Hunter National Defense Authorization Act of Fiscal Year 2009, Public Law 110-417
- Sections 738 and 739 of the Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2012 (P.L. 112-55)
- "The Federal Funding Accountability and Transparency Act (FFATA), dated September 26, 2006"

Cost Principles

- 2 CFR Part 200: Subpart E, Cost Principles

USDA Regulations

- 7 CFR Part 15: "Nondiscrimination."
- Freedom of Information Act (FOIA). Public access to Federal Financial Assistance records shall not be limited, except when such records must be kept confidential and would have been excepted from disclosure pursuant to the federal regulations (5 U.S.C. 552).

Assurance of Civil Rights Compliance

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-et seq.), USDA regulations at 7 CFR Part 15, Nondiscrimination, and Department of Justice regulations at 28 CFR Part 42, Nondiscrimination; Equal Employment Opportunity: Policies and Procedures.
- Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.) and USDA regulations at 7 CFR Part 15a, Education Programs or Activities Receiving or Benefiting from Federal Financial Assistance.
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 1681 et seq.) and USDA regulations at 7 CFR Part 15a. Education Programs or Activities Receiving or Benefiting from Federal Financial Assistance, and Department of Justice regulations at 28 CFR Part 41, Implementation of Executive Order 12250, Nondiscrimination on the Basis of Handicap In Federally Assisted Programs.
- Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), the Grantee assures that it will immediately take any measures necessary to effectuate the requirements in these laws, regulations and directives. The Grantee gives this assurance in consideration of and for the purpose of obtaining the funds provided under this agreement.
- The Americans with Disabilities Act of 1990 (ADA) prohibits discrimination on the basis of disability in employment (Title I), state and local government services (Title II), places of public accommodation and commercial facilities (Title III). (42 U.S.C. 12101-12213).

USDA Nondiscrimination Statement

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: **https://www.usda.gov/sites/default/files/documents/ad-3027.pdf**, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

1. **mail:** U.S. Department of Agriculture
   Office of the Assistant Secretary for Civil Rights
   1400 Independence Avenue, SW
   Washington, D.C. 20250-9410;
2. **fax:** (202) 690-7442; or
3. **email:** program.intake@usda.gov.

This institution is an equal opportunity provider.

Appendix

Fuel Up to Play – National Dairy Council

The USDA has an initiative with the National Football League and National Dairy Council's Fuel Up to Play 60 (FUTP60) program to provide additional funding opportunities to help schools upgrade their kitchen equipment and infrastructure. These grants will help move millions of America's youth from hungry to healthy through the provision of additional resources to schools to meet the updated national nutrition standards by helping to serve meals with more whole grains, fruits, vegetables, lean protein and low-fat dairy, and less sodium and fat. The FUTP60 opportunity is a separate grant announcement from this RFP. SFAs are encouraged to apply directly to FUTP60 through: Fuel Up to Play 60

Addendum

Justify how the requested equipment will increase opportunities to impact nutrition and improve the quality of school meals (you are encouraged to use an addendum to explain each area):

The City has piloted salad bars at various sites towards the end of the last school year with success. We hope to increase this program where space and logistics allow and have identified sites that would benefit from this program. Waterbury Career Academy (WCA) has a population that we believe would be responsive to a salad bar. With the funds from this grant we would be able to purchase a portable salad bar that could be moved to fit the unique needs of the space in the cafeteria. This piece of equipment would allow us to easily highlight healthier options and give a platform to display locally sourced products, when in season. It would also allow students to pick and choose the vegetables and proteins that they prefer and promote healthy meal options.

Explain how the requested equipment will enhance all of the following areas (you are encouraged to use an addendum to explain each area):

- Support the implementation of updated nutrition requirements for school meals as well as healthier meals that meet the updated meal patterns with emphasis on serving more fruits and vegetables, which includes items purchased locally;

  The portable salad bar will give us a standalone location to promote locally sourced items and present an appealing and front of the line location for various fruits and vegetables.
- Address Food Safety (age of food service equipment or lack of appropriate items);

  We currently do not have a place with which to accomplish this objective and this piece of equipment will allow us a safe and clean place to monitor the quality and safety of the food.
- Improve Efficiency;

  By having a portable salad bar we will be able to adjust location as the needs of the school change.
- Expand Participation;

  Empowering students to select the items they prefer, while maintaining program compliance, will engage the students and make them more likely to participate in the program as a whole.

RestaurantCity
EQUIPMENT SUPERSTORE
(203) 575-0111
84 PROGRESS LANE, WATERBURY, CT 06705 | WWW.RESTAURANTCITY.COM

07/18/2025

Quote

Project: Waterbury Schools Salad Bar

From: David Silverman
Warehouse Store
84 Progress Lane
Waterbury, CT 06
203/575-0111
davids@restaura

Job Reference Number: 16227

Item	Qty	Description	
1	1 ea	**SERVING COUNTER, COLD FOOD**	$3,1
		 Cambro VBRUHD6110 Versa Food Bar™ Ultra Series Serving Buffet, cold food, 6 ft. unit, 82"L x 42-1/2"W x 62-3/4"H, holds (5) full size food pans, accommodates various size food pans up to 6", cooled with optional Camchillers® or ColdFest®, sneeze guard with protective end panels, 9" wide top merchandising shelf, (2) storage compartments with lockable doors, double-wall polyethylene construction with foam-injected polyurethane, molded-in handles, threaded faucet drain with standard hose hook up underside of well, non-electrical, (4) 6" heavy duty swivel casters with brakes, black, NSF, Made in USA	
	2 ea	VBRR6191 Versa Tray Rail Only, for 6 ft. Versa Food Bar™, granite gray, NSF, Made in USA	$3
	2 ea	VBRTBL191 Versa End Table, with arm, granite gray, Made in USA	$3
	2 ea	CPB1220159 Buffet Camchiller®, 18-1/2" x 12-5/8" x 4", cold blue, NSF, Made in USA	$1
	6 ea	DIV12148 Divider Bar, 12-3/4"L, white, NSF, Made in USA	
	6 ea	DIV20148 Divider Bar, 20-7/8"L, white, NSF, Made in USA	
	1 ea	VBRWC110 Versa Well Cover, for Versa Food Bar™ and work tables, black, NSF, Made in USA	$
	1 ea	VBRCVR6000 Versa Food Bar™ Cover, for 6 ft. food bar, opaque, Made in USA	$2

Extended Tot

Merchandise

Delivery and Se

in Place

Total

PRICING

Given the current volatility in the market with supply chain disruptions and manufacturing/shi delays, pricing is valid for 5 days only from quotation date, subject to any manufacturer price i that may occur in the interim. Pricing firm for orders placed with a bona-fide deposit or paid i Cancellations, returns, or changes are subject to applicable restocking/cancellation fees. No c credit card refunds, store credit only.

RETURNS & RESTOCKING FEES

All returns/cancellations approved by management will be converted to store credit for use on order. A restocking fee will be assessed at Restaurant City's discretion. Shipping and handling f not refundable or convertible to store credit. All returns must be approved by management, transporting merchandise to the store is the responsibility of the customer, and not Restaurant unless delivery services are negotiated and paid for separately.

SPECIAL ORDERS

Special orders can not be canceled, all sales final.

DELIVERY

Customer should inspect all packages/products for damage before accepting delivery. 3rd Part carriers will NOT accept claims for damage or offer credit for a delivery after it has been accep freight damage is noticed, please refuse delivery and note on the freight bill AT TIME OF DELIV Concealed damage must be REPORTED TO THE FREIGHT CARRIER. In the event of such damag the CUSTOMER'S RESPONSIBILITY to file a freight claim directly with the carrier within 24 hour

Restaurant City does NOT assume responsibility for unavoidable delays in manufacturing or tra

Acceptance: _____ Date: _____

Printed Name: _____

Project Grand Total: $5,213.38

#6

Sandra Romero
Family Community Engagement Manager
(203) 346-3520
sandra.romero@waterbury.k12.ct.us

MEMORANDUM

TO: Board of Education

FROM: Sandra Romero, Family & Community Engagement Manager

DATE: July 3rd 2025

RE: Executive Summary Amendment

EXECUTIVE SUMMARY

Waterbury Public Schools proposes to include Roberto Clemente in the existing no-cost agreement with Vision to Learn, a nonprofit organization dedicated to providing vision services that support student academic success. These services will be offered through Bridge to Success at no charge.

Under this contract, vision screenings will be conducted on-site at Roberto Clemente School. Each student will receive a vision screening performed by an optometrist. Students who do not pass the screening will be examined by an ophthalmologist and, if needed, will be provided with eyeglasses free of charge.

Sincerely,
Sandra Romero, MSW
Family and Community Engagement Manager

AMENDMENT NO. 1
TO
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF WATERBURY, CONNECTICUT
AND
VISION TO LEARN, INC.

THIS FIRST AMENDMENT ("Amendment No. 1"), 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 **VISION TO LEARN, INC.** ("Provider") located at 12100 Wilshire Boulevard, Suite 1275, Los Angeles, California, 90025, a registered not-for-profit California corporation, duly registered in Connecticut as a foreign corporation (Jointly referred to as the "Parties" to this Memorandum of Understanding).

WHEREAS, the Parties hereto executed a Memorandum of Understanding on November 29, 2022, (the "MOU") relating to no cost vision services at select City school sites (the "Project"); and

WHEREAS, at the time the Parties executed the MOU, the Provider's name was *Vision to Learn, LLC* rather than *Vision to Learn, Inc.*; and

WHEREAS, the Parties agree that there was a mutual mistake and/or a scrivener's error regarding the Provider's name in the MOU; and

WHEREAS, the Parties agree that at all times during the term of the November 29, 2022 MOU the Provider's correct name was and is *Vision to Learn, Inc.*; and

WHEREAS, the Parties agree to amend the MOU to correct the Provider's name and to add an additional school to be served by said Provider.

NOW THEREFORE, the City and Provider hereby agree and covenant to amend the MOU as follows:

1. The Parties agree to delete the Provider's name of *Vision to Learn, LLC* and replace it with its name *Vision to Learn, Inc.* in the November 29, 2022 MOU.

2. Schools to be Served. Section 3 of the MOU is amended with the following text:

> 3. Schools to be Served The following selected schools will be served and dates of service will be determined jointly by agreement of the District and Provider. ("Selected Schools"):
>
> a. Carrington Elementary School located at 24 Kenmore Avenue
> b. Duggan Elementary School located at W. Porter Street
> c. Gilmartin Elementary School located at 94 Spring Lake Road
> d. Reed Elementary School located at 33 Griggs Street

c. Wendall Cross Elementary School located at 1255 Hamilton Avenue
f. International Dual Language School located at 116 Beecher Avenue

3. Except as expressly modified herein, all other terms, conditions and provisions of the MOU, which are not inconsistent with this Amendment No. 1 shall remain in full force and effect and binding upon the parties hereto.

IN WITNESS WHEREOF, the parties hereto execute this Amendment No. 1 on the dates signed below.

WITNESSES:

_____

_____

CITY OF WATERBURY

By: _____
Paul K. Pernerewski, Jr., Mayor

Date: _____

WITNESSES:

_____

_____

VISION TO LEARN, INC.

By: _____

Its: Ann Hollister

Date: 6/2/25

WATERBURY
PUBLIC SCHOOLS

#7

Mr. David Lucian
Interim Supervisor for Technology
For Teaching and Learning
(203) 574-8348
dlucian@waterbury.k12.ct.us

TO: Honorable Members of the Board of Education and Board of Aldermen

FROM: David Lucian, Interim Supervisor of Technology for Teaching and Learning

DATE: April 8th, 2025

RE: Request for Approval of Multi-Year Contract with Rubicon West (Atlas)

EXECUTIVE SUMMARY

The Department of Technology for Teaching and Learning of the Waterbury Public Schools respectfully requests your approval to enter into a contract with Rubicon West LLC (Atlas) to purchase licensing for an online curriculum and lesson planning warehouse in the aggregate amount of $137,940.

This agreement was initiated under the Request for Sole Source. We have worked with Rubicon West LLC (Atlas) for the last three years and now house our district's curriculum digitally on their servers. The user-friendly platform is customizable and has a very responsive customer service and support team.

Rubicon West will provide certified staff access to curriculum warehouse software based on the enrollment of 19,000 students for the next three years. They worked with our district to keep pricing the same, even though many things have changed over the last three years.

The terms of the contract are for three years (3). This project is being funded through the Alliance Fund and will be paid for yearly.

The proposed contract, an affidavit of Disclosure and Certification, and a tax clearance form for Rubicon West (Atlas) are attached for your review and consideration..

SERVICES AGREEMENT
for
Online Curriculum and Lesson Planning
between
The City of Waterbury, Connecticut
And
Rubicon West, LLC

THIS AGREEMENT, effective on the date signed by the Mayor, is by and between the **CITY OF WATERBURY**, City Hall, 235 Grand Street, Waterbury, Connecticut 06702 (the "City"), and RUBICON WEST, LLC (the "Consultant"), located at 121 SW Salmon Street, Suite 1200, Portland, Oregon 97204, a State of Delaware foreign limited liability company, registered to do business in the State of Connecticut.

WHEREAS, the Consultant is a Sole Source provider for the Atlas Management Software (see attached Sole Source determination dated March 13, 2025, consisting of 3 pages); and

WHEREAS, the Consultant submitted a proposal to the City for Online Curriculum and Lesson Planning; and

WHEREAS, the City accepted the Consultant's Proposal to provide an Online Curriculum and Lesson Planning; and

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

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

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

1.1. The Project consists of, and Consultant shall provide, Atlas Curriculum Management Software, a customizable and comprehensive online curriculum and lesson planning warehouse for Waterbury Public Schools throughout the term of the Contract and as more particularly detailed and described in **Attachment A** which is incorporated and hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Consultant as having

been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

1.1.1. Consultant's Proposal dated March 13, 2025, consisting of 2 pages (attached hereto);
1.1.2. The City's Sole Source determination dated March 13, 2025, consisting of 3 pages (attached hereto);
1.1.3. Annual Statement of Financial Interests; Disclosure and Affidavit Re: Outstanding Obligations to the City; Debarment Certification; Corporate Resolution, Non-Collusive Affidavit (incorporated by reference);
1.1.4. Any and all amendment(s) and Change Orders, issued by the City after execution of Contract (incorporated by reference);
1.1.5. Certificates of Insurance;
1.1.6. All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference);

1.2. This executed Agreement together with the entirety of **Attachment A** shall hereinafter be collectively referred to as the Contract Documents. The City's record copy of the Contract Documents shall control and shall be effective and binding on the Consultant. In the event that any provision(s) 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 Consultant's Proposal dated March 13, 2025, consisting of 2 pages.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. Contract Time. The term of this Contract shall be for three (3) years, commencing August 01, 2025, and shall terminate July 31, 2028.

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

6. Compensation. The City shall compensate the Consultant for satisfactory provision of all of the goods and services set forth in this Contract as follows in this Section 6 and as further described in the Consultant's Proposal, included in Attachment A.

6.1. Fee Schedule. The fee payable to the Consultant shall not exceed **ONE HUNDRED THIRTY SEVEN THOUSAND NINE HUNDRED FORTY DOLLARS and 00/100 CENTS ($137,940.00)** for the entire 3 year term of this Agreement and shall be in accordance with Consultant's Proposal, dated March 12, 2025, which shall include all services, hosting, training and software as set forth in the same, and incorporated herein as a part of Attachment A.

6.1.1. Payment for Year 1 - 8/01/2025- 7/31/2026
In an amount not to exceed
Forty Five Thousand Nine Hundred Eighty Dollars.....$45,980.00

6.1.2 Payment for Year 2 - 8/01/2026- 7/31/2027
In an amount not to exceed
Forty Five Thousand Nine Hundred Eighty Dollars.....$45,980.00

6.1.3. Payment for Year 3 - 8/01/2027- 7/31/2028
In an amount not to exceed
Forty Five Thousand Nine Hundred Eighty Dollars.....$45,980.00

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

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

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

6.4. Proposal Costs. All costs of the Consultant in preparing its proposal shall be solely borne by the Consultant and are not included in the compensation to be paid by the City to the Consultant under this Contract or any other Contract.

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

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

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

8. Indemnification.

8.1. The Consultant shall indemnify, defend, and hold harmless the City and its boards, the City's Board of Education (if applicable), 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, 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 (other than the services itself) including the loss of use resulting there from, and **(ii)** are caused in whole or in part by any willful or negligent act or omission of the Consultant, its employees, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder; **(iii)** enforcement action or any claim for breach of the Consultant duties hereunder or **(iv)** claim for intangible loss(es) including but not limited to business losses, lost profits or revenue, regardless of whether or not it is caused in part by a party indemnified hereunder.

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

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

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

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

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

9. Consultant's Insurance.

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

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

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

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

9.4.1. General Liability Insurance:
$1,000,000.00 each Occurrence
$2,000,000.00 General Aggregate
$2,000,000.00 Products / Completed Operations Aggregate

9.4.2. Excess / Umbrella Liability:
$1,000,000.00 each Occurrence
$1,000,000.00 Aggregate

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

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

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

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

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

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

10.1. Permits, Laws, and Regulations. Permits and licenses necessary for the delivery and completion of the Consultant's work and services shall be secured in

advance and paid by the Consultant. The Consultant shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work and services as specified.

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

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

10.3.1 The Consultant is aware of the provisions of Title 31, §53 of the Connecticut General Statutes, latest revision (the "Act"), concerning the payment of minimum wages and other payments or contributions established by the State of Connecticut Labor Commissioner for work on public facilities. The provisions of the Act are incorporated by reference and made a part of this Contract. The Act provides that the Connecticut prevailing wage law applies to certain remodeling, refurbishing, alteration, repair and new construction. The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in Con. 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.

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

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

ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified. This covenant is required pursuant to §93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this Contract. Said provisions with subcontractors shall require conformity and compliance with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

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

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

12. This Section Intentionally Left Blank.

13. Termination.

13.1. Termination of Contract for Cause. If, through any cause, in part or in full, not the fault of the Consultant, the Consultant shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract , the City shall thereupon have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) business days before the effective date of such termination.

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

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

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

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

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

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

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

13.4. Rights Upon Cancellation of Termination.

13.4.1 Termination for Cause. In the event the City terminates this Contract for cause, the Consultant shall relinquish to the City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights in and to the documents, data, studies, reports, specifications, deliverables, etc. provided to, in possession of, and properly invoiced and paid for by (except to the extent such invoiced amount is disputed) the City. With regard to third party products, the Consultant shall transfer all licenses to the City which the Consultant is permitted to transfer in accordance with the applicable third party

license. The City shall have no financial obligation to compensate the Consultant for such terminated documents, data, studies, reports, specifications, deliverables, etc. unless payment is otherwise approved by the City prior to such termination. The Consultant shall be liable for costs incurred by the City, including but not limited to reasonable attorney fees and all court awarded fees and costs incurred in terminating this agreement in whole or in part.

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

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

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

13.4.5 Delivery of Documents. In the event of termination of this Contract, **(i)** the Consultant shall promptly deliver to the City, in a manner reasonably specified by the City, all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. and other tangible items furnished by, or owned, leased, or licensed by, the City, and **(ii)** the City shall pay the Consultant for all services performed and deliverables completed and accepted (pro-rated for deliverables partially completed) prior to the effective date of the termination (except to the extent any invoice amount is disputed).

14. Ownership of Instruments of Professional Services. The City acknowledges the Consultant's documents, data, studies, reports, deliverables, etc. created and to be created pursuant to this Contract, including electronic files, are Instruments of Professional Services. Nevertheless, the final Instruments of Professional Services, including, but not limited to

documents, data, studies, reports, deliverables, etc. prepared for the City under this Contract shall become the property of the City upon City payment for that Instrument of Professional Services and the City reserves the right to use the Instruments of Professional Services.

15. Force Majeure. Consultant 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:

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

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

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

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

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

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

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

19. Risk of Damage and Loss. The Consultant shall be solely responsible for causing the

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

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

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

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

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

provision(s) in question as originally set forth in this Contract shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principal of law or equity.

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

25. Contract Change Orders.

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

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

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

25.1.3 the Final Completion Date has not been changed.

25.2. Notwithstanding the foregoing subsection 25.1, a Change Order shall not include:

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

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

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

26. Conflicts or Disputes. This Contract represents the full and complete concurrence between the City and the Consultant and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are the Consultant's proposal.

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

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

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

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

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

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

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

Consultant:	Rubicon West, LLC 121 SW Salmon Street, Suite 1200 Portland, Oregon 97204
City:	City of Waterbury Department of Education 236 Grand Street Waterbury, CT 06702
With a copy to:	Office of the Corporation Counsel City Hall Building 235 Grand Street, 3rd Floor Waterbury, CT 06702

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

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

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

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

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

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

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

32.7. The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has **(i)** delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owned to the City; **(ii)** filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; **(iii)** delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and **(iv)** filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 32.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

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

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

32.10. The Consultant hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet 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"].

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

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

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

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

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

(Signature page follows)

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

WITNESSES:

_____

_____

CITY OF WATERBURY

By:_____
Paul K. Pernerewski, Jr., Mayor

Date: _____

WITNESSES:

_____

_____

RUBICON WEST, LLC

By: _____
Bernard Merkel

Its VP, Americas

Date: 07/11/25

ATTACHMENT A

1. Consultant's Proposal dated March 13, 2025, consisting of 2 pages (attached hereto);
2. The City's Sole Source determination dated March 13, 2025, consisting of 3 pages (attached hereto);
3. Annual Statement of Financial Interests; Disclosure and Affidavit Re: Outstanding Obligations to the City; Debarment Certification; Corporate Resolution, Non-Collusive Affidavit (incorporated by reference);
4. Any and all amendment(s) and Change Orders, issued by the City after execution of Contract (incorporated by reference);
5. Certificates of Insurance;
6. All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference);

#8

WATERBURY
PUBLIC SCHOOLS

Melissa Calabrese
Elenmentary Reading and LA Supervisor
mcalabrese1@waterbury.k12.ct.us

To: Honorable Board of Alderman
Honorable Board of Education

From: Melissa Calabrese, Supervisor of Elementary Reading and Language Arts

Date: July 1, 2025

Subject: Additional Materials for Core Reading and Language Arts Program for Grades K-5.

The Department of Education respectfully requests approval of Amendment Two to the professional services agreement between the City of Waterbury and Benchmark Education Company, LLC, RFP #7948.

The purpose of this amendment is to add additional materials totaling $34,147.58. The materials are for Roberto Clemente Dual Language International School and new classroom openings within the district. The amendment is consistent with the scope of services of the original contract.

The Alliance Grant will be used to fund this contract. The amount requested above will be split among the final two payments of the contract. The payment schedule is as follows:

1. **$1,691,700.50 will be due by August 31, 2024 (fulfilled)**
2. **$676,680.20 will be due by July 31, 2025.**
3. **$676,680.20 will be due by July 31, 2026.**
4. **$186,243.84 will be due by July 31, 2027.**
5. **$186,243.84 will be due by July 31, 2028**

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AMENDMENT NO. 2
TO
AGREEMENT
BETWEEN
THE CITY OF WATERBURY, CONNECTICUT
AND
BENCHMARK EDUCATION COMPANY, LLC

THIS SECOND AMENDMENT ("Amendment No. 2"), effective on the date signed by the Mayor, is by and between the **CITY OF WATERBURY**, (the "City") located at City Hall, 235 Grand Street, Waterbury, Connecticut and **BENCHMARK EDUCATION COMPANY, LLC**, (the "Contractor") located at 145 Huguenot Street, 8th Floor, New Rochelle, New York, a State of Delaware duly registered Limited Liability Company (Jointly referred to as the "Parties" to this Agreement).

WHEREAS, the Parties hereto executed an Agreement on July 19, 2024, (the "Agreement"), for a Core Elementary Reading and Language Arts Program for City of Waterbury public school grades K-5; and

WHEREAS, the Parties amended the Agreement on January 27, 2025, ("Amendment No. 1"), to establish a payment schedule for the reading and language arts program; and

WHEREAS, in accordance with Section 21 of the Agreement the Parties seek to further amend said Agreement to add additional materials for new classroom openings and to provide additional compensation in the amount of $34,147.58 for such materials.

NOW THEREFORE, it is mutually agreed that the Agreement shall hereby be amended as follows:

1. **Compensation.** The second sentence of Section 6 of the Agreement is deleted and replaced with the following text:

   "Compensation for the Contractor's services shall not exceed Three Million Four Hundred Seventeen Thousand Five Hundred Forty-Eight Dollars and 50/100 Cents ($3,417,548.50)."

2. **Payment Schedule.** Section 6.6 of the Agreement is deleted and replaced with the following text:

   "6.6. Payment Schedule. The Parties agree payment shall be in accordance with the amounts and dates set forth below:

   6.6.1. One Million Six Hundred Ninety-one Thousand Seven Hundred Dollars and 50/100 Cents ($1,691,700.50) will be due by July 31, 2024.

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6.6.2. Six Hundred Seventy-Six Thousand Six Hundred Eighty Dollars and 20/100 Cents ($676,680.20) will be due by July 31, 2025.

6.6.3. Six Hundred Seventy-Six Thousand Six Hundred Eighty Dollars and 20/100 Cents ($676,680.20) will be due by July 31, 2026.

6.6.4. One Hundred Eighty-Six Thousand Two Hundred Forty-Three Dollars and 84/100 Cents ($186,243.84) will be due by July 31, 2027.

6.6.5. One Hundred Eighty-Six Thousand Two Hundred Forty-Three Dollars and 84/100 Cents ($186,243.84) will be due by July 31, 2028."

3. Except as expressly modified herein, all other terms, conditions and provisions of the Agreement and Amendment No. 1, which are not inconsistent with this Amendment No. 2 shall remain in full force and effect and binding upon the parties hereto.

IN WITNESS WHEREOF, the parties hereto execute this Amendment No. 2 on the dates signed below.

WITNESSES:

_____

_____

CITY OF WATERBURY

By:_____
Paul K. Pernerewski, Jr., Mayor

Date: _____

WITNESSES:

_____

_____

BENCHMARK EDUCATION COMPANY LLC

By: Signed by: John Gruber 0241AEEDAC05491...

Its: EVP & CFO

Date: 7/14/2025

LIMITED LIABILTY COMPANY RESOLUTION

I, Angelo Mariani, hereby certify that I am the duly authorized and acting Member / Manager (circle one) of Benchmark Education Company LLC, a limited liability company organized and existing under the laws of the State of New York, 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 July, 2025.

"It is hereby resolved that John Gruber 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 Benchmark Education Company, LLC this 14th day of July, 2025.



Manager/Member

Waterbury Board of Education

THE CITY OF WATERBURY 236 Grand Street | Waterbury, CT 06702 203-574-8009

Juanita P. Hernandez
President

July 31, 2025

Honorable Board of Aldermen
c/o City Clerk
City of Waterbury
235 Grand Street
Waterbury, CT 06702

Ladies and Gentlemen:

We request your review and approval, subject to the Board of Education's anticipated approval at its special meeting of August 6, 2025, of a Services Agreement (RFP #8439) with Curriculum Associates, LLC, for a four-year period and in the not to exceed amount of $2,517,417.00, to provide Grade K-8 Mathematics Instructional Materials.

Respectfully,

Carrie A. Swain, Clerk
Waterbury Board of Education

WATERBURY
PUBLIC SCHOOLS

#9

Mr. Bob Shagensky
Supervisor of Elementary Mathematics
Mrs. Beth Ann Corbin
Supervisor of Secondary Mathematics
(203) 574-8341

To: Honorable Board of Aldermen
Honorable Board of Education

From: Bob Shagensky, Supervisor of Elementary Mathematics
Beth Ann Corbin, Supervisor of Secondary Mathematics

Date: July 17, 2025

Subject: Contract Between the City of Waterbury and Curriculum Associates

The Department of Education respectfully requests your review and approval of the contract with **Curriculum Associates** for ***i-Ready Classroom Mathematics***, a new core Mathematics program for Elementary and Middle School. The contract also includes ***i-Ready My Path***, a supplemental program for students in need of math intervention with the core program. Additionally, it includes ***i-Ready Diagnostic*** for our benchmark assessments. Student licenses to online platforms are included.

All elementary and middle school students, approximately 12,500 children, will use *i-Ready Classroom Mathematics*. Of the 12,500 elementary and middle school students, all bilingual and multilingual students will also use *i-Ready Classroom Mathematics* with strong language support, which meets the criteria for the English Language Learner Council.

The 2024 edition of *i-Ready Classroom Mathematics* comes highly recommended by EdReports and is the first K–8 mathematics program to earn a perfect score across these grade levels. Aligned with the Common Core State Standards and Mathematical Practices, the program emphasizes conceptual understanding, procedural fluency, and real-world application. Its activity-based approach fosters problem-solving, collaboration, and critical thinking—skills reflected in our district's Portrait of a Graduate.

The Alliance Grant will be used to fund this contract. The contract is for a duration of four years (July 2025 to June 2029) and totals **$2,517,417.00** for all print and online materials as well as professional development. The Department of Education will have an opportunity to extend the contract beyond June 2029 if desired. Both years 5 and 6 would be purchased annually, and payments will be $643,983.14 for each year.

#9

SERVICES AGREEMENT
RFP No. 8439
for
Grades K-8 Mathematics Instructional Materials
between
The City of Waterbury, Connecticut
and
Curriculum Associates, LLC

THIS AGREEMENT, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY (the "City"), located at City Hall, 235 Grand Street, Waterbury, Connecticut 06702 and CURRICULUM ASSOCIATES, LLC ("Contractor"), a state of Massachusetts duly registered foreign limited liability company located at 153 Rangeway Road, North Billerica, Massachusetts 01862 (Jointly referred to as the "Parties" to this Agreement).

WHEREAS, Contractor submitted a proposal to the City responding to **RFP No. 8439** for Grades Kindergarten through Eight Mathematics instructional materials; and

WHEREAS, the City selected Contractor to perform services regarding **RFP No. 8439**; and

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

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

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

1.1. The Project consists of, and Contractor shall provide, comprehensive Grades Kindergarten through Eight Mathematics instructional materials that include lessons, resources, and assessments as well as professional learning and program implementation support, aligned to the Connecticut Core Mathematics Standards further detailed and described in **Attachment A** and hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by Contractor as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

1.1.1 City of Waterbury **RFP No. 8439**, (excluding draft Contract and City forms)

consisting of 10 pages, attached hereto;

1.1.2 City of Waterbury **RFP No. 8439** Addendum 1, consisting of 3 pages, attached hereto;

1.1.3 Contractor's Cost Proposal, dated 5/21/2025, consisting of 4 pages, attached hereto;

1.1.4 Contractor's Response to City of Waterbury **RFP No. 8439**, (excluding any exceptions) dated April 16, 2025, consisting of 517 pages, attached hereto;

1.1.5 Any and all amendment(s) and Change Orders, issued by the City after execution of Contract, incorporated herein by reference;

1.1.6 Annual Statement of Financial Interests; Disclosure and Affidavit Re: Outstanding Obligations to the City; Debarment Certification; Corporate Resolution, Non-Collusive Affidavit, incorporated herein by reference;

1.1.7 Certificates of Insurance, incorporated herein by reference;

1.1.8 Licenses; incorporated herein by reference; and

1.1.9 All applicable Federal, State, and local statutes, regulations charter and ordinances, incorporated herein by reference.

1.2. The entirety of **Attachment A** plus this executed instrument are together deemed the Contract Documents (hereinafter collectively referred to as "Contract Documents"). The City's record copy of the Contract Documents shall control and shall be effective and binding on 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 All applicable Federal, State, and local statutes, regulations charter and ordinances

1.2.2 This Contract

1.2.3 Contractor's Cost Proposal

1.2.4 **RFP No. 8439**

1.2.5 Contractor's Response to **RFP No. 8439**

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

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

3. Responsibilities of Contractor. All data, information, etc. given by the City to Contractor and/or created by Contractor shall be treated by Contractor as proprietary to the City and confidential unless the City agrees in writing to the contrary and shall be used solely for the purposes of providing services under this Contract. For the avoidance of doubt, the use of unidentifiable "data" shall be in accordance with product development and research purposes, as allowed under the Family Educational Rights and Privacy Act ("FERPA"). Contractor agrees to forever hold in confidence all files, records, documents and other information which may come into Contractor's possession during the term of this Contract, except where a disclosure is expressly stated as a requirement of this Contract. Notwithstanding the foregoing, where a Contractor disclosure is required to comply with statute, regulation, or court order, Contractor shall provide prior advance written notice to the City of the need for such disclosure. Contractor agrees to properly implement the services required in the manner herein provided.

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

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

3.3. Cleaning Up. To the extent the Contractor is required to be on City property to render its services hereunder, the Contractor shall at all times keep the Premises free from accumulation of waste materials or rubbish caused by Contractor, its employees or

subcontractors, and at the completion of the work shall remove all rubbish from and about the Project and all tools, scaffolding and surplus materials and shall leave the Premises "broom clean" or its equivalent, unless more exactly specified. In case of dispute, the City may remove the rubbish and charge the cost to the Contractor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. Contract Time. Term of this Contract shall commence upon execution of this Agreement by the Mayor and terminate on June 30, 2029 ("Initial Term").

5.1. Options Periods. The City, shall have the option, in its sole discretion, to extend the term of this Agreement for two (2) separate one (1) year periods, upon the same terms and conditions as stated herein, provided that the City gives the Contractor thirty (30) days advance written notice, prior to the expiration of the existing term of its election to extend this Agreement.

5.2. Time is and shall be of the essence for all Project milestones and completion dates for the Project, including but not limited to implementation. The Contractor further agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract Time stated above. It is expressly understood and agreed, by and between the Contractor and City, that the Contract Time is reasonable for the completion of the Work. The Contractor shall be subject to City imposed fines and/or penalties in the event the Contractor breaches the foregoing dates.

6. Compensation. The City shall compensate Contractor for satisfactory provision of all of the goods and services set forth in this Contract as follows in this Section 6. When goods purchased include annual subscriptions to hosted software solutions, payment is due yearly in advance.

6.1. Fee Schedule. The fee payable to Contractor shall not exceed **TWO MILLION FIVE HUNDRED SEVENTEEN THOUSAND FOUR HUNDRED SEVENTEEN DOLLARS and 00/100 CENTS ($2,517,417.00)** inclusive of shipping and handling for the initial four (4) year term of this Agreement and shall be in accordance with Contractor's Cost Proposal attached hereto in **Attachment A**.

6.1.1. Payment for First Year
Five Hundred Three Thousand Four Hundred Eighty Three Dollars and 40/100 Cents…….. $503,483.40

6.1.2. Payment for Second Year
Five Hundred Three Thousand Four Hundred Eighty Three Dollars and 40/100 Cents…….. $503,483.40

6.1.3. Payment for Third Year
Seven Hundred Fifty Five Thousand Two Hundred Twenty Five Dollars and 10/100 Cents…….. $755,225.10

6.1.4. Payment for Fourth Year
Seven Hundred Fifty Five Thousand Two Hundred Twenty Five Dollars and 10/100 Cents…….. $755,225.10

6.1.5. Total Payment for Initial Term
Two Million Five Hundred Seventeen Thousand Four Hundred Seventeen Dollars and 00/100 Cents…… $2,517,417.00

6.1.6. Payment for First Option Year
Six Hundred Forty Three Thousand Nine Hundred Eighty Three Dollars and 14/100 Cents…….. $643,983.14

6.1.7. Payment for Second Option Year
Six Hundred Forty Three Thousand Nine Hundred Eighty Three Dollars and 14/100 Cents…….. $643,983.14

6.2. Limitation of Payment. Compensation payable to Contractor is limited to those fees set forth in this Section 6. Such compensation shall be paid by the City upon review and approval of Contractor's invoices for payment and review of the work, services, deliverables, etc. required in this Contract and review as may be further required by the Charter and Ordinances of the City. Contractor's invoices shall describe the work, services, reports, plans, specifications, deliverables, etc. rendered and the compensation sought therefore in a form and with detail and clarity acceptable to the City.

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

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

6.4. Proposal Costs. All costs of Contractor in preparing its proposal for **RFP No. 8439** shall be solely borne by Contractor and are not included in the compensation to be paid by the City to Contractor under this Contract or any other Contract.

6.5. Payment for Services, Materials, Employees. Contractor shall be fully and solely responsible for the suitability, and compliance with the Contract, of all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. furnished to the City under this Contract. Contractor shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals,

etc., going into the work, and all bills for insurance, bonds, Worker's Compensation coverage, Federal and State Unemployment Compensation, and Social Security charges applicable to this Project. Before final payment is made, Contractor shall furnish a legal statement to the City that all payments required under this subparagraph have been made.

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

7. Passing of Title and Risk of Loss. Title to each item of equipment, material, reports, plans, specifications, supplies, services, etc. required to be delivered to the City hereunder shall pass to City upon City payment to the Contractor for that item. Contractor and its insurer shall assume the risk of loss or damage up to and including the date title passes, except that City shall be responsible for loss or damage caused by City's negligence. Notwithstanding the foregoing, Contractor's proprietary software solutions, related digital products and services, and all intellectual property rights therein, are owned solely and exclusively by Contractor and, except for the licenses granted and materials prepared for the sole benefit of the City under this Agreement, nothing contained herein shall grant the City any right, title, or interest in or to the software solutions, related digital products or intellectual property rights.

8. Indemnification.

8.1. 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 Contractor, its employees, any subcontractor or Contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder; **(iii)** enforcement action or any claim for breach of Contractor duties hereunder or **(iv)** claim for intangible loss(es) including but not limited to business losses, lost profits or revenue, regardless of whether or not it is caused in part by a party indemnified hereunder.

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

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

8.4. Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by 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.

8.5. In the event this Contract and/or 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, 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.

8.6. 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.

8.7. Contractor agrees to defend and indemnify any claim, action, demand, lawsuit, or proceeding (each a "Claim") made or brought against the City alleging that any portion or aspect of any Contractor licensed content, software solutions, related digital products, services, deliverable, or any U.S. patent, copyright, trademark, or other intellectual property or service made available to City under this Agreement infringes any patent, copyright, trademark, or other intellectual property right of a third party.

9. Contractor's Insurance.

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

9.2. At no additional cost to the City, 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 Contractor's obligation under this Contract, whether such obligations are Contractor's or subcontractor or person or entity directly or indirectly employed by Contractor or subcontractor, or by any person or entity for whose acts Contractor or subcontractor may be liable.

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

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

9.4.1 General Liability Insurance:
$1,000,000 each Occurrence
$2,000,000 General Aggregate
$2,000,000 Products and Completed Operations Aggregate

9.4.2 Professional Liability/E&O
$1,000,000 each Wrongful Act
$1,000,000 Aggregate

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

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

9.7. Certificates of Insurance: The Contractor's Insurance policies shall be endorsed to add the City of Waterbury as an additional on a primary and non-contributory basis to all policies except Workers Compensation. All policies should also include a waiver of subrogation. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under

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. At the time Contractor executes this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: "**The City of Waterbury and its Board of Education is listed as an Additional Insured on a primary and non-contributory basis on all policies except Professional Liability. All policies shall include a Waiver of Subrogation except Professional Liability."** The City's request for proposal number must be shown on the certificate of insurance. Contractor must supply replacement/renewal certificates within thirty (30) calendar days of the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

9.8. No later than thirty (30) calendar days after Contractor receipt, Contractor shall deliver to the City a copy of Contractor's insurance policies, endorsements, and riders. Certificates of Insurance documenting Contractor's insurance policies and riders will be provided to City upon request.

10. Conformance with Federal, State and Other Jurisdictional Requirements. By executing this Contract, 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 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 ACT*; *COPELAND ANTI-KICKBACK ACT*, as supplemented in the Department of Labor Regulations (29 CFR Part 3); *DAVIS-BACON ACT* as supplemented by Department of Labor Regulations (29 CFR Part 5); Section 103 and 107 of the Contract Work Hours and Safety Standards Act, as supplemented by the Department of Labor Regulations (29 CFR Part 5); the *HOUSING and COMMUNITY DEVELOPMENT ACT of 1974*, as amended; TITLE 31 and Section 12-430(7) of the State of Connecticut General Statutes. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference and made a part hereof.

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

10.2. Taxes-Federal, State and Local. The City is exempt from Federal Excise and Transportation, State and Local Sales and Use Taxes, including without limitation, taxes that would otherwise be imposed upon Contractor for transactions required or

necessitated hereunder between it and its subcontractors, suppliers, etc. Contractor remains liable, however, for any applicable tax obligations it incurs. Moreover, Contractor represents that the proposal and pricing contained in this Contract do not include the amount payable for said taxes.

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

10.3.1 Contractor is aware of the provisions of Title 31, §53 of the Connecticut General Statutes, latest revision (the "Act"), concerning the payment of minimum wages and other payments or contributions established by the State of Connecticut Labor Commissioner for work on public facilities. The provisions of the Act are incorporated by reference and made a part of this Contract. The Act provides that the Connecticut prevailing wage law applies to certain remodeling, refurbishing, alteration, repair and new construction. The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in Conn. Gen. 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.

10.3.2 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.

11. Discriminatory Practices. In performing this Contract, 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, gender identity or expression, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified. This covenant is required pursuant to §93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this

Contract. Said provisions with subcontractors shall require conformity and compliance with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

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

11.2. Equal Opportunity. In its execution of the performance of this Contract, Contractor shall not discriminate and shall comply with applicable laws prohibiting discrimination on the grounds of race, color, religion, sex, gender identity or expression, national origin or citizenship status, age or handicap. 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.

12. Intentionally Omitted.

13. Termination.

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

13.1.1 In the event of such termination, all finished or unfinished documents, data, studies, reports, specifications, deliverables, etc. prepared by Contractor under this Contract shall, at the option of the City, become the City's property, subject to Section 7 above, and Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed for such.

13.1.2 Notwithstanding the above, 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 Contractor, and the City may withhold any payments to Contractor for the purpose of setoff until such time as the exact amount of damages due the City from Contractor is determined.

13.2. Termination for Convenience of the City. The City may terminate this Contract at any time for the convenience of the City, by a notice in writing from the City to the 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.

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

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

13.3.2 Effects of Reduced Levels of Funding. If funding is reduced by law, or funds to pay Contractor for the agreed to level of the products, services and functions to be provided by Contractor under this Contract are not appropriated, authorized or otherwise made available by law, the City may, upon seven (7) calendar days written notice to 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.

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

13.4. Rights Upon Cancellation or Termination.

13.4.1 Termination for Cause. In the event the City terminates this Contract for cause, Contractor shall, in accordance with Section 7 above, relinquish to the City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights in and to the documents, data, studies, reports, specifications, deliverables, etc. provided to, in possession of, and properly invoiced and paid for by (except to the extent such invoiced amount is disputed) the City. With regard to third party products, Contractor shall transfer all licenses to the City which Contractor 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 documents, data, studies, reports, specifications, deliverables, etc. unless payment is otherwise approved by the City prior to such termination. 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 agreement in whole or in part.

13.4.2 Termination for Lack of Funding or Convenience. In the event of termination of this Contract by the City for lack of funding or convenience, the City shall pay Contractor for all documents, data, studies, reports, specifications, deliverables, etc. (including any holdbacks), installed and delivered to the City as of the Termination Date and Contractor shall, in accordance with Section 7 above, relinquish to the City any applicable interest, title and ownership including, but not limited to perpetual use of any proprietary rights in and to said documents, data, studies, reports, specifications, deliverables, etc. in possession of and paid for by the City (except to the extent any invoiced amount is disputed). Contractor shall be required to exercise commercially reasonable efforts to mitigate damages.

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

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

13.4.5 Delivery of Documents. In the event of termination of this Contract, **(i)** Contractor shall promptly deliver to the City, in a manner reasonably specified by the City, all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. and other tangible items furnished by, or owned, leased, or licensed by, the City, and **(ii)** the City shall pay 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).

14. Ownership of Instruments of Professional Services. The City acknowledges the Contractor's documents, data, studies, reports, specifications, deliverables, etc. created and to be created pursuant to this Contract, including electronic files, are Instruments of Professional Services. Nevertheless, the final Instruments of Professional Services, including, but not limited to documents, data, studies, reports, specifications, deliverables, etc. prepared for the City under this Contract shall become the property of the City in accordance with Section 7 above, upon City payment for that Instrument of Professional Services and the City reserves the

right to use the Instruments of Professional Services.

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

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

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

Upon cessation of work for reason of force majeure delays, the Party(ies) whose obligations are affected shall use their best efforts to meet their obligations under this Agreement and their schedule as set forth in Section 5 of this Contract.

16. Subcontracting. Contractor shall not, without the prior written approval of the City, subcontract, in whole or in part, any of Contractor's services. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than that required of 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 Contractor 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. Contractor shall be as fully responsible to the City for the acts and omissions of Contractor'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 Contractor.

17. Assignability. 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 Contractor claims for money due or that become due from the City under this Contract may be assigned to a bank, trust, company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

18. Audit. The City reserves the right to audit 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, 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.

19. Risk of Damage and Loss. Contractor shall be solely responsible for causing the timely

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

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

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

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

23. Severability. Whenever possible, each provision of this Contract shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Contract, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law, and if capable of substantial performance, the remaining provisions of this Contract shall be enforced as if this Contract was entered into without an invalid provision. If the ruling and/or controlling principle of law or equity leading to the

ruling is subsequently overruled, modified or amended by legislation, judicial or administrative action, then the provision(s) in question as originally set forth in this Contract shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principal of law or equity.

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

25. Contract Change Orders.

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

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

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

25.1.3 the Final Completion Date has not been changed.

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

25.2.1 an upward adjustment to Contractor's payment claim, or

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

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

26. Conflicts or Disputes. This Contract represents the full and complete concurrence between the City and Contractor and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents

shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are **(i)** the City's aforementioned **RFP No. 8439** and **(ii)** Contractor's proposal responding to the aforementioned **RFP No. 8439.**

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

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

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

28. Binding Agreement. The City and 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.

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

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

31. Notice. Except as otherwise specifically prohibited in this Contract, whenever under this Contract approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the City's Using Agency or 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: Curriculum Associates, LLC
153 Rangeway Road
North Billerica, MA 01862

City: The City of Waterbury
Department of Education
236 Grand Street, 1st Floor
Waterbury, CT 06702

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

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

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

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

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

32.4. The value of anything transferred or received in violation of the City's Charter,

Code of Ordinances, and/or regulations promulgated there under, by any Person subject to said Charter and/or Ordinances may be recovered by the City.

32.5. Upon a showing that a subcontractor made a kickback to the City, a prime 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.

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

32.7. The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has **(i)** delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owned to the City; **(ii)** filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; **(iii)** delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and **(iv)** filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 32.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

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

32.9. 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.

32.10. 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: https://www.waterburyct.org/services/city-clerk/code-of-ordinances [click link titled "Code of Ordinances (*Rev. 12/31/19).*" For Chapter 38, click on "Title III: Administration," then click on "Chapter 38: Centralized Procurement System." For Chapter 39, click on "Title III: Administration," then click on "Chapter 39: Ethics And Conflicts of Interest"]

32.11. 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.

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

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

32.14. PROHIBITION AGAINST CONTINGENCY FEES. 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.

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

[Signature Page Follows]

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

WITNESSES:	**CITY OF WATERBURY**
Sign:_____	By:_____
Print name:	Paul Pernerewski, Jr., Mayor
Sign:_____	Date: _____
Print name:	
WITNESSES:	**CURRICULUM ASSOCIATES, LLC**
Sign:_____	By:_____
Print name:	
Sign:_____	Date:_____
Print name:	

ATTACHMENT A

1.1.1 City of Waterbury **RFP No. 8439**, (excluding draft Contract and City forms) consisting of 10 pages, attached hereto;

1.1.2 City of Waterbury **RFP No. 8439** Addendum 1, consisting of 3 pages, attached hereto;

1.1.3 Contractor's Cost Proposal, dated 5/21/2025, consisting of 4 pages, attached hereto;

1.1.4 Contractor's Response to City of Waterbury **RFP No. 8439**, (excluding any exceptions) dated April 16, 2025, consisting of 517 pages, attached hereto;

1.1.5 Any and all amendment(s) and Change Orders, issued by the City after execution of Contract, incorporated herein by reference;

1.1.6 Annual Statement of Financial Interests; Disclosure and Affidavit Re: Outstanding Obligations to the City; Debarment Certification; Corporate Resolution, Non-Collusive Affidavit, incorporated herein by reference;

1.1.7 Certificates of Insurance, incorporated herein by reference;

1.1.8 Licenses; incorporated herein by reference; and

1.1.9 All applicable Federal, State, and local statutes, regulations charter and ordinances, incorporated herein by reference.

#10

WATERBURY
PUBLIC SCHOOLS

Joseph H. Johnson PhD
Assistant Superintendent of Schools
Waterbury Public Schools
236 Grand St.
Waterbury, CT 06702
(203) 755-3626
joseph.johnson@waterbury.k12.ct.us

July 21, 2025

TO: Waterbury Board of Education

RE: SchoolMint Contract

We respectfully request to enter into a contractual agreement between SchoolMint and Waterbury Public Schools to market and promote out-of-district enrollment at our magnet schools (i.e. Maloney, Rotella, WAMS). Per state mandates, at least 25% of our students must be from outside of Waterbury in order to reduce economic, racial, and ethnic isolation.

SchoolMint is a comprehensive K-12 enrollment management platform that helps schools and districts with various aspects of the enrollment process, from attracting new students to managing applications and registrations, and even improving student retention. It offers a suite of tools for attracting families, managing applications and lotteries, streamlining registration, and fostering positive school environments.

This one-year contract was secured through a sole source approval from the Purchasing Department. The total cost for this project is $42,750 for all three schools ($14,250 each), and will be funded through the Magnet Schools Grant.

Please let me know if you have any questions, comments, or concerns.

PROFESSIONAL SERVICES AGREEMENT
For
Digital Advertising and Marketing Services
between
The City of Waterbury, Connecticut
and
SchoolMint Inc.

THIS AGREEMENT, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and SCHOOLMINT INC., a state of Delaware corporation located at 319 Monroe Street, Lafayette, Louisiana ("Rise Network" or the "Contractor").

WHEREAS, the Contractor submitted a proposal to the City to provide marketing content creation, targeted social media advertising and other related services to attract students and families to Waterbury K-12 Magnet schools; and

WHEREAS, the City selected the Contractor to provide such services; and

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

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

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

1.1. The Project consists of and the Contractor shall provide provide marketing content creation, targeted social media advertising and other related services to attract students and families to Waterbury K-12 Magnet schools, including but not limited to:

- Social media advertising
- School marketing and consulting
- Enrollment-focused website for each school

- Enrollment management software
- Student retention tools

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

1.1.1 Sole Source documents (attached hereto)
1.1.2 Contractor's price quote (attached hereto) (In Contractor's terminology, "The Order")
1.1.3 Certificates of Insurance, incorporated by reference (attached hereto)
1.1.4 All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference
1.1.5 All Required Licenses

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 This Contract document.
1.2.2 Sole Source documents
1.2.3 Contractor's price quote (attached hereto "The Order")
1.2.4 All applicable Federal, State and local statutes, regulations charter and ordinances, and applicable provisions and requirements of Funding Grants as set forth herein
1.2.5 SchoolMint, Inc. Terms of Service

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

2.1. Representations regarding Personnel. The Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or of personnel having a contractual relationship with the City is approved by the City in writing. A**s** set forth above, all the services required hereunder shall be performed by the

Contractor under its supervision and all personnel engaged in the work shall be fully qualified and, if applicable, shall be authorized or permitted under applicable state or local law to perform such services.

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

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

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

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

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

3.4. Publicity. Contractor agrees not to deliberately disclose the fact that the City has entered into or terminated this Contract or disclose any of the terms of the Contract or use the City's name, trademark, trade name or logo in connection with any publicity, unless the City gives prior written consent to such use of the City's name and has approved the content of its use, both oral and written, in each instance. Notwithstanding the foregoing or anything to the contrary contained herein, the City is and shall remain the sole and exclusive owner of all trademarks, trade names and logo. Under no circumstances shall the Contractor acquire any ownership interests whatsoever in the City's trademarks, trade names or logo.

3.5. Standard of Performance. All workmanship, services, materials or equipment, either at the Premises or intended for it, shall conform in all respects with the requirements of all this Contract, and shall be the best obtainable from the crafts and trades.. The standard of care and skill for all services performed by the Contractor shall be that standard of care and skill ordinarily used by other members of the Contractor's profession practicing under the same or similar conditions at the same time and in the same locality. The Contractor's services rendered hereunder shall be rendered completely and by qualified personnel in accordance with standard industry practice.

3.6. Reserved.

3.7. Due Diligence Obligation. The Parties acknowledge that the Contractor was selected by the City through a sole source process, and consequently there are no proposal or other documents or specifications for Contractor to review for the purposes of Due Diligence (defined below). The Contractor acknowledges its responsibilities to examine and to be thoroughly familiar with the City's proposal document, including, but not limited to the specifications, and any addenda thereto. The Contractor hereby warrants and represents that prior to the submission of its proposal during the proposal process it reviewed or was afforded opportunity, by the City, to review all physical items, facilities, services or functions essential to the satisfactory performance of the services required ("Due Diligence") and thereby certifies that all such items facilities, services or functions are included in this Contract and thereby warrants that:

it conducted or had opportunity to conduct all Due Diligence prior to the submission of its proposal and, accordingly, any additional costs, services or products resulting from the failure of the Contractor to complete Due Diligence prior to submission of its proposal shall be borne by the Contractor. Furthermore**.** The Contractor hereby acknowledges, where applicable, that:

3.7.1 the Contractor had the opportunity during the proposal process to ask questions it saw fit and to review the responses from the City;

3.7.2 Reserved.

3.7.3 Reserved.

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

3.7.5 Reserved.

3.7.6 Reserved.

3.7.7 that, if there are any proposal documents, they are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

3.8. Reporting Requirement. Where the Parties agree that such is applicable, the Contractor shall deliver periodic, written reports as requested by the City's Using Agency setting forth (i) the issue date of the report, (ii) the time period covered by the report, (iii) a brief description of the work and services completed by the Contractor and/or delivered by the Contractor during the time period covered by the report, (iii) the Contractor's declaration as to whether the entirety of the Contractor's work and services required in this Contract will be, or will not be, completed within the Contract's Section 6 total compensation amount, and (iv) any and all additional useful and/or relevant information. Each report shall be signed by a Corporate Officer.

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

4. Responsibilities of the City. Upon the City's receipt of Contractor's written request, the City will provide the Contractor with all documents, data and other materials the City agrees are necessary and appropriate to the service to be performed by the Contractor hereunder and the City will secure such materials or information, including from other sources where required, as requested by the Contractor for the purpose of carrying out the services under this Contract.

5. Contract Time. The term of this Contract shall be for a period of time commencing upon execution of this Agreement by both Parties, pending all necessary approvals, and terminating

June 30, 2026 upon completion of the contracted services and work, unless sooner terminated as provided by this agreement ("Contract Time").

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

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.

Compensation for the Contractor's services shall not exceed Forty-Two Thousand Seven Hundred Fifty dollars ($42,750.00).

The compensation shall be paid in conformity with the Contractor's Order, which is set forth in Attachment A of this Contract. Said Order is hereby made part of Section 6 of this Agreement as if fully set forth herein.

6.1. Limitation of Payment. Compensation payable to the Contractor is limited to those fees set forth in Section 6 above. Such compensation shall be paid by the City upon review and approval of the Contractor's invoices for payment, and no longer than forty-five (45) days after receipt of Contractor's invoices. Contractor's invoices shall describe the work, services, reports, plans, specifications, deliverables, etc. rendered and the compensation sought therefore in a form and with detail and clarity acceptable to the City.

6.1.1 The City has received the Contractor's tax clearance documentation. 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 becomes delinquent or in arrears on, regarding the Contractor's and/or its affiliate's real and personal tax obligations to the City.

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

this Contract, and the City acknowledges that any fees paid to Contractor are non-refundable except as set forth in Section 13.1 below. Any review or audits by the City (i) are limited to the review of information and documentation directly related to Customer's obligations under the Agreement; (ii) must be reasonable in scope and be performed only after providing Customer with at least 30 days' prior written notice; and (iii) will be conducted solely at the City's expense. Such review or audits can be conducted no more than once per Contract Time and once per twelve (12) month period.

6.4. Proposal Costs. All costs of the Contractor in preparing its proposal 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 Contract.

6.5. Payment for Services, Materials, Employees. The Contractor shall be fully and solely responsible for the suitability, and compliance with the Contract, of all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. furnished to the City under this Contract.

7. Passing of Title and Risk of Loss. Reserved.

8. Indemnification.

8.1. The Contractor shall indemnify, defend, and hold harmless the City, City's Board of Education, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including reasonable 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 alleged to be caused 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; or **(iii)** enforcement action or any claim for breach of the Contractor duties hereunder.

8.2. The City shall be solely and exclusively responsible and liable for the negligence or willful misconduct of the City's Boards, Board of Education, commissions, officials, employees, agents, users or end users (the "City Representatives") acting within the scope of their duties, and for misuse or compromising of the Contractor's products, services or intellectual property by the City or its City Representatives (the "City Obligations"). Contractor shall have no responsibility for any actions taken by the City Representatives in violation of applicable laws or Contractor's acceptable use policies. Contractor has no obligation to indemnify, defend, hold harmless, insure or otherwise take responsibility or be liable for any such City Obligations. The Contractor will provide additional intellectual property infringement indemnification obligations as set forth in its Terms of Service.

8.3. Reserved.

8.4. Reserved.

8.5. Reserved.

8.6. Reserved.

9. Contractor's Insurance.

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

9.2. At no additional cost to the City, the 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.

9.3. Reserved.

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

9.4.1 General Liability Insurance: $1,000,000.00 per occurrence, **$2,000,000.00** aggregate and **$2,000,000.00** Products and completed operations aggregate

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

9.4.2 Excess / Umbrella Insurance: $1,000,000.00 each occurrence. **$1,000,000.00** aggregate limit.

9.4.3 Professional Liability / Errors & Omissions Insurance: $1,000,000.00 each wrongful act. **$1,000,000.00** aggregate limit Professional liability (also known as, errors and omissions) insurance providing coverage to the Contractor.

9.4.4 Cyber / Privacy / Network Insurance: $1,000,000.00 per Loss
$1,000,000.00 Aggregate

9.5. Reserved.

9.6. 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.

9.7. Certificates of Insurance: The Contractor's General Liability shall be endorsed to add the City and its Board of Education an additional insured and provide a waiver of subrogation on all lines of coverage except Professional Liability. . At the time the Contractor executes this Contract, it shall furnish to the City , 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 all lines policies except Professional Liability. ".** The City's request for proposal number must be shown on the certificate of insurance. The Contractor must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

9.8. Reserved. .

10. Conformance with Federal, State and Other Jurisdictional Requirements. The City acknowledges that this Contract is not funded with federal government funds. 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 Laws 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 ACT; COPELAND ANTI-KICKBACK ACT,* as supplemented in the Department of Labor Regulations (29 CFR Part 3); *DAVIS-BACON ACT* as supplemented by Department of Labor Regulations (29 CFR Part 5); Section 103 and 107 of the Contract Work Hours and Safety Standards Act, as supplemented by the Department of Labor Regulations (29 CFR Part 5); the *HOUSING and COMMUNITY DEVELOPMENT ACT of 1974,* as amended; TITLE 31 and Section 12-430(7) of the State of Connecticut General Statutes. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference and made a part hereof, the Parties acknowledge that the applicable sections of the City Charter and Code of Ordinances are those that relate to procurement of services by the City.

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

10.2. Taxes-Federal, State and Local. The City is exempt from Federal Excise and Transportation, State and Local Sales and Use Taxes, including without limitation, taxes that would otherwise be imposed upon the 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 that it is required by law to pay. Moreover, the Contractor represents that the proposal and pricing contained in this Contract do not include the amount payable for said taxes.

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

10.3.1 The Contractor is aware of the provisions of Title 31, §53 of the Connecticut General Statutes, latest revision (the "Act"), concerning the payment of minimum wages and other payments or contributions established by the State of Connecticut Labor Commissioner for work on public facilities.

10.3.2 The City acknowledges that this Contract is not funded with federal government funds. If federal government funds are used to fund this Contract, the Contractor is aware of and shall comply with the applicable provisions of both the Federal Davis-Bacon Act, the Federal American Recovery and Reinvestment Act of 2009, the Coronavirus Response and Relief Supplemental Appropriations Act of 2021 and the American Rescue Plan Act as those may apply. 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 rates apply to all ARRA funded contracts regardless of the contract's dollar value. The Coronavirus Response and Relief Act of 2021 governing ESSER II funding and the American Rescue Plan Act governing ARPA ESSER funding also provide that Federal wage rate laws apply to contracts funded under those legislative enactments.

This Agreement is subject to 2 C.F.R. Part 180, OMB Guidelines to Agencies on Government Debarment and Suspension and the U.S. Treasury Department is implementing regulations set forth at 31 C.F.R. Part 19 Government Debarment and Suspension.

11. 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 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 or 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 Applicable Laws pertaining to discrimination and equal opportunity requirements.

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

11.2. Equal Opportunity. In its execution of the performance of this Contract, the 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 Applicable Laws pertaining to discrimination and equal opportunity requirements, and will require the same of all subcontractors.

12. Intentional left blank.

13. Termination.

13.1. Termination of Contract for Cause. If, either Party shall fail to fulfill in a timely manner its obligations under this Contract, or if either Party shall violate any of the covenants, agreements, or stipulations of this Contract, either Party shall thereupon have the right to terminate this Contract by giving written notice to the other Party 30 (thirty) calendar days prior to the termination date during which time the other Party has an opportunity to cure such breach. If the City terminates this Contract for cause, pursuant to a breach caused solely Contractor's actions, Contractor will provide a pro-rata refund of fees to the City.

13.1.1 Reserved.

13.1.2 Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any uncured breach of this Contract caused solely by the Contractor.

13.2. Termination for Convenience. Either Party may terminate this Contract at any time upon not less than thirty (30) calendar days prior written notice for the convenience of such Party, by a notice in writing to the other Party. If the City terminates the Agreement for any reason other than a breach of the Agreement by

Contractor, Contractor is not required to return any fees paid by Customer prior to the date of termination even if for services not yet rendered. If the City terminates the Contract for convenience, Contractor shall have no obligation to refund or reimburse Client for any licenses or services already paid on a lump sum basis but not yet performed.

13.3. 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 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 in the event sufficient funds to provide for City payment(s) under this Contract is not appropriated, not authorized or not made available pursuant to law, or such funding has been reduced pursuant to law. Except as set forth in Section 13.1, Contractor's fees are non-refundable. If, during the term of the Agreement, sufficient funds have not been appropriated to the City, such will not impact the current term for which the City has paid non-refundable fees. A non-appropriation of funds will not result in a refund of fees. The Contractor will have no obligation to continue to provide Services if the City has not paid such fees for any renewal term for which the City has not received sufficient appropriation of funds.

13.3.1 Effects of Non-Appropriation. If funds to enable the City to effect continued payment under this Contract are not appropriated, authorized or otherwise made available by applicable 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 applicable law by giving written notice of termination to the Contractor. Except as set forth in Section 13.1, Contractor's fees are non-refundable. If, during the term of the Agreement, sufficient funds have not been appropriated to the City, such will not impact the current term for which the City has paid non-refundable fees. A non-appropriation of funds will not result in a refund of fees. The Contractor will have no obligation to continue to provide Services if the City has not paid such fees for any renewal term for which the City has not received sufficient appropriation of funds.

13.3.2 Effects of Reduced Levels of Funding. If funding is reduced by applicable 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 applicable law, the City may, upon thirty (30) calendar 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. Except as set forth in Section 13.1, Contractor's fees are non-refundable. If, during the term of the Agreement, sufficient funds have not been appropriated to the City, such will not impact the current term for which the City has paid non-refundable fees. A

non-appropriation of funds will not result in a refund of fees. The Contractor will have no obligation to continue to provide Services if the City has not paid such fees for any renewal term for which the City has not received sufficient appropriation of funds.

13.3.3 No Payment for Lost Profits. The City will not be relieved from its obligation to reimburse Contractor for the cost of equipment and materials purchased, properly invoiced and accepted by the City in advance of the services rendered hereunder in reliance on the City's covenants, duties and obligations set forth herein.

13.4. Reserved.

13.4.2 Reserved.

13.4.3 Reserved.

13.4.4 Reserved.

13.4.5 Reserved.

14. Ownership of Instruments of Professional Services. The Contractor retains all rights to its intellectual property, including any intellectual property created in connection with the Services. Under no circumstances will any work performed by the Contractor be considered a "work for hire." The Contractor will provide the City with an irrevocable, perpetual license to use any intellectual property created in connection Contractor's marketing and advertising services. Contractor is and shall remain the sole and exclusive owner of all trademarks, trade secrets, trade names, service marks, copyrights or other intellectual property rights related to the services rendered pursuant to this Agreement ("Contractor IP"). Under no circumstances shall the City acquire any ownership interests whatsoever in any Contractor IP apart from such Instruments of Professional Services. The City acknowledges that the Contractor IP is proprietary material and information of Contractor.

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

15.1. Acts of God, fire, explosion, epidemic, pandemic (or similar viral outbreak) cyclone, flood, war, strikes, revolution, civil commotion, or acts of public enemies.

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

Upon cessation of work for reason of force majeure delays, the Party(ies) whose obligations are affected shall use their best efforts to meet their obligations under this Agreement / to meet their schedule set forth in. No force majeure event will result in requiring Contractor to return any fees paid by the City prior to the date of termination even if for services not yet rendered.

16. Subcontracting. The Contractor shall not, without the prior written approval of the City, subcontract, in whole or in part, any of the Contractor's services which approval shall not be unreasonably withheld. 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 Applicable Laws but such requirement shall not relieve the Contractor from its requirement that all work and services provided or required hereunder shall comply with such Applicable Laws .

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

17. Assignability. Reserved.

18. 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 as may be required by the Funding Sources, including the State of Connecticut U.S. Treasury Department Federal Single Audit Act, Connecticut General Statutes, City of Waterbury Ordinances or in the event of a dispute. In the event the City elects to make such an audit, the Contractor shall promptly make available to the City all records pertaining to this Contract, including, but not limited to, payroll records, bank statements and canceled checks. Any review or audits by the City (i) are limited to the review of information and documentation directly related to Customer's obligations under the Agreement; (ii) must be reasonable in scope and be performed only after providing Customer with at least 30 days' prior written notice; and (iii) will be conducted solely at the City's expense. Such review or audits can be conducted no more than once per Contract Time and once per twelve (12) month period.

19. 19.Risk of Damage and Loss. Reserved.

20. 20. Interest of Contractor. The Contractor covenants that, to its knowledge, 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, to its knowledge, in the performance of this Contract no person having any such interest shall be employed.

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

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

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

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

25. Contract Change Orders.

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

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

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

25.1.3 the Final Completion Date has not been changed.

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

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

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

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

26. Conflicts or Disputes. This Contract represents the full and complete concurrence between the City and the Consultant and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are (i) the City's aforementioned Procurement Waiver documents and **(ii)** the Consultant's proposal responding to the aforementioned Procurement Waiver documents**.**

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

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

27. Disputes; Legal Proceedings; Waiver of Trial by Jury and Continued Performance. The 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.

29. Binding Agreement. 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.

30. 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.

31. 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.

32. 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 he effective and valid only when given in writing signed by a duly authorized officer of the City's using Agency 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: SchoolMint Inc.
319 Monroe Street
Lafayette, LA 70501

City: City of Waterbury
Department of Education
c/o Chief Operating Officer
235 Grand Street, 1st Floor
Waterbury, CT 06702

33. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions. The Contractor shall comply with all Applicable Laws, whether or not they are expressly stated in this Contract, including but not limited to the following:

33.1. 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.

33.2. It shall be a material breach of this Contract, and it shall be a violation of the City's Code of Ordinances for Contractor 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 Contractor, 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.

33.3. 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, another contractor or higher tier subcontractor or Contractor, under a Contract or Purchase Order to the City.

33.4. 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; provided that the City affirms that no payments made to Contractor under this Contract do not violate the City's Charter, Code of Ordinances, and/or regulations promulgated there under.

33.5. Upon a determination that is not subject to appeal, 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 he recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

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

employment, may be entitled to bonuses or other fees in accordance with their employment relationship.

33.7. The City has received the Contractor's tax clearance documentation. Contractor hereby expressly represents that it has complied with those sections of the City's Code of Ordinances requiring that Contractor has (i) delivered to the City an affidavit, on a City authored form, stating that the Contractor has no delinquent taxes or other financial obligations owned to the City; (ii) filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; (iii) delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Contractor is in full compliance with the entirety of said "Ethics and Conflict of Interest" Ordinances; and (iv) filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 32.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

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

33.9. 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.

33.10. 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: https://www.waterburyct.org/services/city-clerk/code-of-ordinances [click link titled "Code of Ordinances (Rev. 12/31/23)." 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".

33.11. 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.

33.12. Every Contractor 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 contractors 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.

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

33.14. 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.

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

(signature page follows)

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

WITNESSES:

Sign:_____

Print name:

Sign:_____

Print name:

CITY OF WATERBURY

By:_____

Paul K. Pernerewski Jr., Mayor

Date:_____

WITNESSES:

Sign:_____

Print name:

Sign:_____

Print name:

SCHOOLMINT INC.

By:_____

Its:_____

Date:_____

ATTACHMENT A

1. Sole Source documents (attached hereto)
2. Contractor's price quote (attached hereto "The Order")
3. Certificates of Insurance, incorporated by reference (attached hereto)
4. All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference
5. All Required Licenses (see attached Document)

SchoolMint Inc. Terms of Service
Effective January 1, 2024

These Terms of Service ("Agreement") is between SchoolMint, Inc., a Delaware corporation, and the school district whose name appears on the signature page of this Agreement as the Client and is made effective as of the date signed by Provider on the signature page of this Agreement (once signed by both parties) ("Effective Date"). Provider and Client agree that the provisions of this document apply to Provider's grant of access to Client with respect to Provider's Platform, Professional Services and license of the Software to Client, as applicable, except as otherwise provided in The Professional Agreement to which these Terms of Service are made part of Attachment A the "Contract Documents" placed pursuant to this Agreement. This Agreement incorporates the terms of the Order, Proposal and any associated change orders or scopes of work.

DEFINITIONS

In this Agreement, the following terms have the meanings specified below:

"Authorized Users" means your employees, subcontractors, agents, consultants and customers, as well as any parents or students you identify as such.

"Client", "you", "your", and the like each mean the entity named on the signature page of this Agreement as the Client.

"Order" means our standard form or scope of work for ordering our Platform, Software licenses and/or Professional Services, each of which reference, is incorporated into and made part of the "Contract Documents" as specified in Section 1.2 of the Professional Services Agreement, and is made effective as of the date specified therein when signed by both parties.

"Platform" means our software platform offerings, including our Software, services, applications, utilities and databases, as may be configured, deployed and utilized pursuant to this Agreement and an applicable Order.

"Professional Services" or "Services" means our professional services specified by the parties in an applicable Order containing a detailed description of and fees for such professional services.

"Software" means all software (including related integration, implementation and configuration coding from Provider as part of Professional Services we provide to you) and Updates obtained from Provider as described in an Order .

"Student Data Privacy Agreement" means our standard student data privacy agreement which supplements the terms of this Agreement and is made effective as of the date specified therein when signed by both parties.

"Third Party Technology" means all software, hardware, systems, networks, servers, communication systems, internet hosting and access and any other services that are created, developed, distributed or made accessible by any person or entity other than SchoolMint.

"Update" means any update, patch, new release and/or new version of our Platform and Software.

"Provider", "we", "us", "our", and the like each mean SchoolMint, Inc.

PLATFORM AND SOFTWARE

1. PLATFORM ACCESS; LICENSE GRANT

(a) Subject to the terms of this Agreement, we grant to you a non- exclusive, non-transferable right of access to use our Platform in the geographic locations, configurations and deployment plans designated in an applicable Order, solely for your internal business purposes by your Authorized Users. In particular, your right of access to use our Platform, exercisable by your Authorized Users, is a non-exclusive, non-transferable right solely to:

(i) access and use the Platform, including in operation with Third Party Technology;

(ii) generate, print, copy, upload, download, store, and otherwise process all data and displays, and other content and output, as may result from any access to or use of our Platform; and

(iii) access and use our Platform for all such non-production uses and applications as may be necessary or useful for the effective use of the Platform as permitted hereunder and as designated in an applicable Order, including for purposes of analysis, development, configuration, integration, testing, training, maintenance, support and repair (collectively, the "Permitted Activities").

(b) Depending on the configuration and deployment of our Platform designated in an applicable Order, and subject to the terms of this Agreement, we may grant to you a non-exclusive, non-transferable license to use our Software in object code form solely for your internal business purposes by Authorized Users solely to engage in the Permitted Activities.

(c) If designated in an applicable Order, such right of access to our Platform and license to our Software solely to engage in the Permitted Activities may extend to each of your subsidiaries' and affiliates' for its or their internal business purposes by its or their Authorized Users. You and your authorized subsidiaries and affiliates are responsible for the acts and omission of all Authorized Users with respect to their use of the Platform and licensed Software, as applicable, in compliance with this Agreement, and all such acts or omissions will be deemed acts or omissions on your part.

(d) Access to our Platform and/or a license to our Software under this Agreement does not automatically entitle you to services such as installation, implementation or training. Such services are available to you as specified in an applicable Order.

(e) If an applicable Order designates that our Software will be installed on equipment that you own or control on site at or servicing one or more of your identified geographic locations in such Order ("On Premises"), you may only use our Software in accordance with the applicable license type designated in the applicable Order, which are more fully described as follows:

(i) Cloud License: A "Cloud" Software license is a Software license that authorizes you to deploy our Software and used it for the Permitted Activities subject to this Agreement on one or more cloud-based service provider platforms from which you obtain cloud-based services.

(ii) Server License: A "Server" Software license is a Software license that authorizes you to install our Software and use it for the Permitted Activities subject to this Agreement on one computer, server or other processing device that you own or control ("Server"). Other than in the case of a Cloud License, you may install one copy of the Server License Software on a single Server for each Software license acquired, as designated in an applicable Order.

(f) Provider may require that you use Third Party Technology that is subject to end user license agreements with the third party. In addition, You may want to use certain Third Party Technology, that you have independently obtained, within our Platform or require that we use certain Third Party Technology in connection with the provision of Professional Services. In such cases, this Agreement does not grant you any rights to and Provider assumes no liability with respect to such Third Party Technology. Your right to use such Third Party Technology, and any rights you grant to us to use Third Party Technology on your behalf, must be obtained directly from the applicable third party by you, and your use of such Third Party Technology (or our use as directed by you on your behalf) is subject to the terms and conditions of the third party's license made available by such third party. You must inform us of any Third Party Technology that you have independently procured and intend to use within our Platform, and we have the right to unilaterally reject your request to use of such Third Party Technology within our Platform.

2. PLATFORM OWNERSHIP; REVERSE ENGINEERING; RESTRICTIONS

(a) We grant you access to our Platform and we license to you our Software, including any Customizations, as applicable. Neither our Platform nor our Software are sold to you. Your access to our Platform and license to our Software are for the limited purpose(s) designated in the applicable Order and solely for you internal business purposes. Provider and its licensors retain all title and ownership to our Platform and Software. Provider and its licensors reserve all rights in the patents, copyrights, trade secrets and other intellectual property in our Platform and Software. You may not: (i) rent, lease, lend, sell, sublicense, transfer, distribute or otherwise use our Platform or Software to provide services for any person other than an Authorized User or at locations outside those specified in an applicable Order, except as expressly permitted by this Agreement; or (ii) use our Platform or Software in any manner or for any purpose that violates any applicable law.

(b) You may copy any notes or guides provided by Provider (the "Documentation") solely to facilitate your use of our Platform or Software in accordance with, and subject to, the terms and conditions contained herein.

(c) You understand that our Platform, Software, Documentation and the terms and pricing under this Agreement constitute valuable properties and trade secrets of Provider, which are proprietary and confidential. You agree to maintain the confidentiality of such information and to protect the information as a trade secret by preventing any unauthorized copying, use or disclosure of such information. In doing this you agree to maintain at least the same procedures that you maintain with respect to your own confidential information, which shall not be less than commercially reasonable care. You may not disclose our Platform, Software or Documentation to a competitor of ours without Provider's prior written approval.

(d) You may not remove, alter or destroy any proprietary, trademark or copyright notices placed upon or contained within our Platform, Software or Documentation. You acquire no rights of any kind in or to any trademark, trade name, logo or product designation under which our Platform or Software was or is marketed and you may not make any use of the same for any reason.

(e) You will restrict use of the Platform, Software or Documentation to Authorized Users. You are responsible for all activity by your Authorized Users and for maintaining the confidentiality of all User ID's, and will promptly notify Provider of any actual or suspected unauthorized use of the Platform, Software or Documentation. Provider reserves the right to suspend or terminate any User ID which it determines may have been used for an unauthorized purpose. You further agree that neither You nor any user will use the Services to store, distribute or transmit any unlawful, harmful, threatening, defamatory, obscene or harassing material or information, including, but not limited to any computer virus or other harmful software. Client will cooperate with Provider in Provider's investigation and remediation of any security, unauthorized use or misuse issues arising from or related to use of any Services by Client, Users, or any other persons or machines using any login credentials provided to Client. Except as expressly provided in this Agreement, Client may not: (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise make the Services, the Content, or the Technology available to any third party; (ii) copy, modify or make derivative works based upon the Services, Technology or the Content; (iii) "frame" or "mirror" any Content contained in, or accessible from, the Services on any other website, server, wireless or Internet-based device; (iv) reverse engineer, modify, decrypt, extract, disassemble, copy, or decompile our Platform or Software, or permit anyone else to the same; or (v) attempt to do any of the foregoing or assist or acquiesce to any third party doing or attempting to do any of the foregoing.

(f) You will promptly notify us upon becoming aware of any unauthorized use of our Platform, any of our Software or our Documentation.

3. SERVICE LEVELS, SUPPORT AND DISCLAIMERS

(a) When designated in an applicable Order that we will host, manage, operate and maintain our Platform and Software for you in a cloud environment that we control and manage ("Hosted Services"), such Hosted Services will be available and operable for access and use by your Authorized Users in conformity with the specifications set forth in the applicable Order Form and our service level agreement, which we may unilaterally modify upon advance written notice to you, but which we may not materially reduce in coverage during the term of the applicable Order under this Agreement.

(b) Payment of the fees specified in an applicable Order entitles you to receive the support for our Platform and Software, as applicable, in accordance with our service level agreement, which we may unilaterally modify upon advance written notice to you, but which we may not materially reduce in support during the term of the applicable Order under this Agreement.

(c) You agree to give us prompt notice of any issue with availability of the Hosted Services and to reasonably cooperate with us in our assessment and remediation of an issue, including preserving archive processing data in your possession that may provide us with vital diagnostic information. We are not responsible for any availability issues that may be attributable to the use of Third Party Technology.

(d) We reserve the right to make changes to the Hosted Services as we deem necessary or useful to: (i) maintain or enhance the quality, efficiency, performance or delivery of the Hosted Services; or (ii) to comply with applicable laws, rules or regulations. Notwithstanding any changes we make to the Hosted Services, the Hosted Services will remain in substantial conformity with our service level agreement.

(e) EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT AND AN APPLICABLE ORDER FORM, OUR PLATFORM AND SOFTWARE (INCLUDING HOSTED SERVICES) ARE PROVIDED "AS IS" AND, TO THE FULLEST EXTENT PERMITTED BY LAW, PROVIDER AND ITS LICENSORS EXCLUDE ALL OTHER EXPRESS AND IMPLIED TERMS, WARRANTIES OR REPRESENTATIONS REGARDING OUR PLATFORM AND SOFTWARE ARISING BY LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED TERMS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SOME JURISDICTIONS DO NOT ALLOW FOR THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. WE PROVIDE NO WARRANTY OF ANY KIND FOR ANY THIRD PARTY TECHNOLOGY THAT MAY BE SUPPLIED OR MADE ACCESSIBLE BY US OR OBTAINED OR USED BY YOU IN CONNECTION WITH YOUR USE OF OUR PLATFORM, SOFTWARE OR SERVICES, INCLUDING ANY RELATED ACCOUNT CREDENTIALS. ANY WARRANTY OF THIRD PARTY HARDWARE OR SOFTWARE (IF ANY) IS PROVIDED ONLY BY THE THIRD PARTY OWNER AND/OR LICENSOR OF SUCH HARDWARE, SOFTWARE OR SERVICES AND WE ARE NOT RESPONSIBLE FOR ANY RISK OR LIABILITY OF ANY KIND WITH RESPECT TO ITS QUALITY, PERFORMANCE OR SECURITY.

PROFESSIONAL SERVICES

4. SCOPE OF SERVICES

(a) As specified in an applicable Order, we may provide Professional Services to you where we provide you with configuration, implementation and integration, marketing, customization, training and other Professional Services including: (i) creating certain customizations (which may be applications, extensions and other programs) that you will purchase from us to be used solely to support our Platform or Software and that is installed, integrated or interfaced with our Platform or Software in any manner (the "Customizations"); (ii) providing certain marketing services to you, including search engine optimizations, ad placements and social media marketing; (iii) visiting schools in a "secret shopper" capacity in order to provide you with feedback about the school; and (iv) training and support your qualified personnel to engage in client customization independently, with development Software that we license to you in an Order, also to be used solely in connection with the use of our Platform or Software, and installed, integrated or interfaced with our Platform or Software. Nothing herein shall or be deemed to be a transfer or assignment by us to you of any title, right or ownership in or to the Platform, Software or any Deliverables.

(b) Subject to the terms of this Agreement, Provider will provide the Professional Services to Client and Client will pay to Provider the applicable Professional Services fees as described in the applicable Order and the Professional Services Agreement of which these Terms of Service are a "Contract Document".

(c) The applicable Order delineates what is included in the Professional Services we will provide and the related fees. One or more statements of work signed by authorized representatives of both parties may be written under an Order to provide the parties with detailed specifications regarding the Professional Services to be provided. Any item not specifically included in the Order, or any item that is explicitly excluded from the Professional Services in an Order, is considered "out of scope". Any requests for non-standard services beyond those described in the applicable Order will be provided on an individual case basis and at an additional cost to Client, with such costs determined by SchoolMint in its sole discretion. All fee rates and descriptions for such additional services will be agreed to in writing by both parties.

(d) In connection with the any Professional Services that include the creation or placement of advertising content or search engine optimization, Provider will use the Client Data (defined below) as mutually agreed to by the Parties. If you require that we use Third Party Technology on your behalf, including through social media accounts, we will bear no responsibility for the security or use of such account except to the extent of any gross negligence or willful misconduct subject to the limitations of liability set forth in this Agreement. Provider shall not bear any responsibility for the impact or outcome of any marketing or advertising content or services.

WE PROVIDE NO WARRANTY OF ANY KIND FOR ANY THIRD PARTY TECHNOLOGY THAT YOU REQUIRE US TO USE ON YOUR BEHALF, INCLUDING ANY RELATED ACCOUNT CREDENTIALS, THAT MAY BE SUPPLIED OR MADE ACCESSIBLE BY YOU IN CONNECTION THE PROVISION OF PROFESSIONAL SERVICES. ANY WARRANTY OF THIRD PARTY TECHNOLOGY ACCESS OR USE IS PROVIDED ONLY BY THE THIRD PARTY OWNER AND/OR LICENSOR OF SUCH TECHNOLOGY OR SERVICES AND WE ARE NOT RESPONSIBLE FOR ANY RISK OR LIABILITY OF ANY KIND WITH RESPECT TO ITS QUALITY, PERFORMANCE OR SECURITY.

(e) Client will appoint a senior representative to be the point of contact for Provider with regards to the Professional Services to be delivered by Provider under the applicable Order, to provide the technical direction and approval of the delivered Professional Services. Client agrees to provide all equipment and all technical or other information reasonably required by Provider to perform the Professional Services or as otherwise described in the Order. If the Professional Services are performed at the Client's facilities, Client further agrees to provide safe access to such facilities and suitable workspace, free from violence or harassment

5. PROFESSIONAL SERVICES OWNERSHIP; RESTRICTIONS

(a) If we conceive of or create any intellectual property during the course of providing Professional Services, including but not limited to in connection with any Customizations, trainings, marketing services and those that may be embodied in or used to create content, new software or derivative works of our Platform or Software, we retain full and exclusive title, rights and ownership in such intellectual property rights and/or proprietary rights therein.. Under no circumstances will any work performed by Provider be considered a "work for hire."

(b) SchoolMint shall retain all right, title and interest in and to, including any such intellectual property rights including but not limited to, any data, designs, processes, specifications, software, applications, source code, object code, utilities, methodologies, know-how, materials, information and skills (and any derivative works, modifications and enhancements thereto) owned, acquired or developed by SchoolMint or its licensors, and regardless of whether incorporated in any deliverable or work product, (i) prior to the Effective Date; (ii) independently of, or not in connection with the performance of, the Services; (iii) in the general conduct of its business or to serve general functions that are not specific to Client's unique requirements; or (iv) if generally applicable, non-site specific and unrelated to the "look and feel" of the Materials or other deliverable, in connection with the Services (or partially in connection with the Services) (collectively, the "SchoolMint Materials").

(c) Subject to fulfillment of Client's payment obligations hereunder, SchoolMint hereby grants Client a worldwide, perpetual, irrevocable, royalty-free, nonexclusive license, with right to sublicense (but only for the benefit of Client or its permitted successors or assigns), to use SchoolMint Materials actually incorporated into Work Product pursuant to this Agreement as necessary for or in connection with the use, management and maintenance of such Work Product, provided that Client shall not have the right to

publish or distribute any SchoolMint Materials other than as part of such Work Product or to create derivative works of SchoolMint Materials.

(d) The School Mint Materials also include any enhancements, processes, methods, designs and know-how whether or not copyrightable or patentable that we conceived during the course of other engagements, but which do not include or use the confidential information of our other customers; and any enhancements, processes, methods, designs or know-how that we independently develop during the term of this engagement that we may embody in or use to create derivative works of our Platform, Software or Professional Services.

(e) You may not remove, alter or destroy any proprietary, trademark or copyright notices placed upon or contained within any Deliverable used with or provided as a result the Professional Services. You acquire no rights of any kind in or to any trademark, trade name, logo or product designation under which the Professional Services are or were marketed and you may not make any use of the same for any reason.

(f) Client acknowledges and agrees that it is directing Provider to potentially provide false information in order to perform the secret shopper services and that Provider shall have no responsibility for any and all claims arising out of the use of the secret shopper's false or assumed identity. Client must provide advance notice to all locations that a secret shopper may be visiting the location on Client's behalf.

(g) Client further acknowledges that it will be fully liable and responsible for any harm to Secret Shopper that arises from their visit to a school, including from any violence or harassment that may take place.

6. LIMITED SERVICES WARRANTY

(a) Provider warrants that (i) we have full power and authority to enter into the Agreement and perform the Professional Services contemplated in the applicable Order, (ii) we have the proper skill, training, and background so as to be able to perform the Professional Services in a competent and professional manner in all material respects, and (iii) that all Professional Services will be performed consistent with generally accepted industry standards.

(b) EXCEPT FOR THE EXPRESS WARRANTIES CONTAINED IN CLAUSE (A) OF THIS SECTION AND SUBJECT TO CLAUSE (C) OF THIS SECTION, THE PROFESSIONAL SERVICES ARE PERFORMED AND ALL DELIVERABLES PROVIDED "AS IS, AND, TO THE FULLEST EXTENT PERMITTED BY LAW, WE EXCLUDE ALL OTHER EXPRESS AND IMPLIED TERMS, CONDITIONS, WARRANTIES OR REPRESENTATIONS REGARDING THE SERVICES AND DELIVERABLES ARISING BY LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED TERMS OF MERCHANTABILITY, SATISFACTORY QUALITY, REASONABLE SKILL AND CARE AND FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES WILL PROVIDER BE LIABLE OR RESPONSIBLE FOR THE OUTCOME OR IMPACT OF ANY MARKETING OR ADVERTISING CONTENT OR SERVICES. SOME JURISDICTIONS DO NOT ALLOW FOR THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

(c) Nothing in this Agreement will operate to exclude the liability of a party for the fraudulent acts of such party (except with respect to secret shopper services by Provider) or for death or personal injury resulting from the gross negligence of such party.

(d) Client shall be solely and exclusively responsible and liable for the negligence or willful misconduct of Client's officials, employees, agents, users or end users (the "Client Representatives") acting within the scope of their duties, and for misuse or compromising of the Provider products, services or intellectual property by the Client or its officials, employees, agents, users or end users (the "Client Obligations"). Provider shall have no responsibility for any actions taken by Client Representatives in violation of applicable law or Provider's acceptable use policies. Provider has no obligation to indemnify, defend, hold harmless, insure or otherwise take responsibility or be liable for any such Client Obligations.

GENERAL TERMS

7. TERM AND TERMINATION

(a) Your access rights to our Platform and to each Software license granted to you under this Agreement, and any Professional Services provided to you under this Agreement and an applicable Order will begin on the effective date in the applicable Order and will continue for the period specified in the applicable Order or until earlier terminated with respect to such access rights to our Platform and/or license to our Software or use of our Professional Services hereunder or in the applicable Order.

(b) Reserved.

(c) Upon the termination or expiration of this Agreement or the applicable Order, whether terminated by you or us, (i) all authorizations and licenses granted hereunder, and Professional Services being provided, will immediately terminate and the respective parties shall cease all activities concerning, including in the case of Client, all use of, the expired or terminated Platform, Software and related Documentation, and (ii) you will pay to us all unpaid Fees and amounts due and payable to us, if any, under any such terminated or expired Order.

(d) Provider shall have no obligation to reimburse Client for any licenses or services already paid on a lump sum basis but not yet performed. This clause shall not apply in the event Client terminates this Agreement as a result of Supplier's breach of contract or due to non-appropriation of funds for Client's contract.

(e) Promptly (but in any event within 30 days) following the termination or expiration of this Agreement or the applicable Order for any reason or no reason, whether terminated by you or us, each party, at the written request of the other party will return or destroy and erase from all systems it directly or indirectly uses or controls, all originals and copies of all documents, materials, and other embodiments and expressions in any form or medium that contain, reflect, incorporate, or are based on the Confidential Information of the other party. Notwithstanding any provision in this Section to the contrary, a party shall not be required to return, destroy, or erase any Confidential Information of the other party to the extent that any applicable law, rule or regulation prevents it from doing so, in which case the party shall retain, in its then current state, all such Confidential Information then within its right of control or possession in accordance with the confidentiality, security, and other requirements of this Agreement and perform its obligations under this Section promptly when such law, rule or regulation no longer prevents it from doing so.

8. FEES AND PAYMENT

(a) Client shall pay Provider the fees set forth in the Order Form in accordance with this Section 8. Except for where this Agreement is terminated due solely to Provider's breach, Provider's fees are non-refundable. Provider is not required to return any Fees paid by Client prior to the date of termination even

if for services not yet rendered except if Client terminates the Agreement solely due to a material breach of the Agreement by Provider.

(b) All Fees and other amounts payable by Client under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, except where Client is exempt from such taxes, Client is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Client hereunder, other than any taxes imposed on Provider's income. If Client is exempt from federal, state, sales, and use taxes, Client must provide Provider with sufficient evidence of said exemption.

(c) Client shall pay all Fees and Reimbursable Expenses on or prior to the due date set forth in the Order Form. Client shall make all payments hereunder in US dollars as set forth in the Order. Client shall make payments to the address or account specified in the Order Form or such other address or account as Provider may specify in writing from time to time.

(d) If Client fails to make any payment when due then, in addition to all other remedies that may be available:

(i) Provider may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law;

(ii) Client shall reimburse Provider for all costs incurred by Provider in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and

(iii) if such failure continues for 45 days following written notice thereof, Provider may suspend performance of the Services until all past due amount and interest thereon have been paid, without incurring any obligation or liability to Client or any other Person by reason of such suspension.

(e) All amounts payable to Provider under this Agreement shall be paid by Client to Provider in full without any setoff, recoupment, counterclaim, deduction, debit, or withholding for any reason (other than any deduction or withholding of tax as may be required by applicable Law).

(f) If Provider and Client enter into a written amendment to extend the Term beyond the first contract year, Provider may increase Fees for any contract year after the first contract year by providing 60 days' written notice to Client.

(g) Client shall reimburse Provider for out-of-pocket expenses incurred by Provider in connection with performing the Services ("Reimbursable Expenses").

9. CLIENT DATA AND RESPONSIBILITIES

(a) Provider acknowledges and agrees that Client exclusively owns all right, title and interest in and to all information, data and other content, artwork, logos, images or other written, graphic or pictorial materials, in any form or medium, including any Personal Data (defined below) that is collected, downloaded or otherwise received, directly or indirectly by Provider from Client, its Authorized Users, by or through the Platform and Software (including the Hosted Services) or Professional Services or Deliverables or that incorporates or is derived from the processing of such information, data or content by or through the Platform and Software (including the Hosted Services) or any Professional Services or

Deliverables (collectively, "Client Data"). Client represents and warrants that it has procured all necessary consents to share Client Data, including Personal Data (defined below) with Provider to perform its obligations under this Agreement and any Order. Client hereby gives and grants to Provider a limited non-exclusive license and right to utilize, display, and reproduce any and all of the Client Data solely in connection with the performance of services contemplated by this Agreement, including the Platform and Software (including the Hosted Services) and any Professional Services. Client represents and warrants that the Client Data supplied to and utilized by Provider will not infringe upon or violate any third party rights.

(b) Client Data includes information reflecting the access or use of the Hosted Services by or on behalf of you or your Authorized Users other than Resultant Data (defined below), including personally identifiable data from or about students or parents/guardians (including but not limited to school of enrollment; local and state identifier number; id; Full name; gender; date of birth; grade; race; ethnicity; language status; lunch status; special education status; zip code; e-mail address; username; password; and parent or guardian contact name, type, telephone number, and e-mail address ("Personal Data"), and personal information related to school of employment id, teacher id, local staff and state teacher identifier, full name, e-mail, title or role, username, and password for a teacher or other educator user of the Services, but does not include employment or HR data related to any individual educator ("School Personnel Data").

(c) For purposes of this Agreement, "Resultant Data" means information, data and other content that is derived by or through the Hosted Services from processing Client Data and is sufficiently different from such Client Data that such Client Data cannot be reverse engineered or otherwise identified from the inspection, analysis or further processing of such information, data or content. Provider may use aggregate, anonymized and statistical Resultant Data for internal business purposes.

(d) We will not disclose Client Data to law enforcement unless required by law. If law enforcement contacts us with a demand for Client Data, we will attempt to redirect the law enforcement agency to request that data directly from you or the Authorized User. If compelled to disclose Client Data to law enforcement, we will promptly notify you and provide a copy of the demand unless we are legally prohibited from doing so.

(e) Nothing in this Agreement conveys to Provider any rights or interest in the Client Data. Except as expressly permitted in an applicable Order, Provider may not use, edit, modify, create derivatives, combinations or compilations of, combine, associate, synthesize, reverse engineer, reproduce, display, distribute, disclose, or otherwise process Client Data other than as may be necessary to provide the Hosted Services.

(f) Provider hereby assigns and transfers to Client any right, title or interest that Provider may acquire in or to Client Data upon creation thereof. The foregoing shall not be construed to assign or transfer any intellectual property rights in our Platform, Software, Professional Services, Deliverables or in the proprietary tools, source code, templates, libraries, know-how, techniques and expertise (collectively, “Tools”) used by us to deliver any of the foregoing or to develop any Updates, Customizations, enhancements, derivative works of or new inventions, and to the extent such Tools are delivered with or as part of our Platform, Software, Professional Services or Deliverables they are licensed, not assigned, to Client, on the same terms as set forth in this Agreement.

(g) Client acknowledges and agrees that Client is responsible for compliance with the Children's Online Privacy Protection Act (“COPPA”) and that any communication Client has with a child under the age of 13

and the Services you use, including Provider Connect and any microsite will be in full compliance with COPPA. Provider shall have no responsibility for any actions taken by you in violation of COPPA or any other applicable law. Client acknowledges and agrees that it has the right to and is providing consent to Provider to access and use COPPA covered information. Client represents that it owns the Client Data and that it has the right to provide such Client Data for use with the Services. Children under the age of 13 are prohibited from using the Services or creating an Account unless they are doing so with parental consent or with the consent of Client who is providing such consent in compliance with COPPA.

(h) Client is responsible for obtaining the consent of recipients (such as parents or student adult family members) to receive text messages or other messages such as SMS, MMS, or future such protocols or technologies pursuant to the Telephone Consumer Protect Act ("TCPA") and any other applicable federal, state or local laws, including related data and other charges. By providing Provider with recipients' mobile phone number, or by authorizing Client to collect such information in connection with the provision of Professional Services, Client represents and warrants that the recipient has agreed to receive SMS messages from Provider on behalf of Client, including SMS messages that are informational, promotional, about the recipient's account, and the recipient's relationship with Client.

(i) Provider and its personnel shall maintain the confidentiality of Personal Data and comply with the requirements of FERPA and all other applicable laws such as the Student Online Privacy Protection Act ("SOPIPA") with respect to the privacy of student data and as further set forth in the Student Data Privacy Agreement. Provider will only collect Personal Data necessary to fulfill its duties as outlined in this Agreement. Provider will use Personal Data only for the purpose of fulfilling its duties and providing services under this Agreement, and for improving services under this Agreement. Provider shall not mine Personal Data for any purposes other than those agreed to by the parties. Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited. Provider may use de-identified Personal Data for product development, research, or other purposes. De-identified Personal Data will have all direct and indirect personal identifiers removed. Furthermore, Provider agrees not to attempt to re-identify de-identified Personal Data and not to transfer de-identified Personal Data to any party unless that party agrees not to attempt reidentification. Provider will not use any Personal Data to advertise or market to students or their parents, except as may be required or directed by Client. Personal Data cannot be shared with any additional parties without prior written consent of Client, except as required by law or as specified in the applicable Order. The Parties agree that all rights to the Personal Data, including all intellectual property rights, shall remain the exclusive property of Client, and that Provider has a limited, nonexclusive license to use the Personal Data solely for the purpose of performing its obligations as outlined in this Agreement. This Agreement does not give Provider any rights, implied or otherwise, to Personal Data, content, or intellectual property, except as otherwise expressly stated in this Agreement.

10. CONFIDENTIALITY

(a) Pursuant to this Agreement, the parties may have access to information that is confidential and/or proprietary to one another ("Confidential Information"). For purposes of this Agreement, "Confidential Information" means and includes any confidential or proprietary information and/or data of a party disclosed after the date of this Agreement, including, without limitation, any kind of business, commercial or technical information and data concerning the party's business prospects, strategy, business objectives, business transactions, financial arrangements, operations, systems and organization, methods, standards, specifications, concepts, ideas, plans, projects, programs or procedures, trade secrets, know-how, lists, notes, drawings, reports, software, databases, development methods, system

design or any other information of or relating to its business, in any tangible medium of expression, disclosed in connection with this Agreement. Confidential Information further includes copies or abstracts made thereof as well as any modules, samples, prototypes or parts thereto. Confidential Information does not include any information that (i) is already known to the recipient or its affiliates or received by any of them from a third party, free of any obligation to keep it confidential; (ii) is or becomes publicly known through no wrongful act of the recipient or its affiliates; (iii) is independently developed by the recipient or its affiliates without reliance on or access to the Confidential Information of the other party; or (iv) is approved for release by prior written authorization of the disclosing party.

(b) Each receiving party agrees to maintain the confidentiality of the Confidential Information of the disclosing party and to protect as a trade secret any portion of the disclosing party's Confidential Information by preventing any unauthorized copying, use, distribution, or transfer of possession of such information. Each receiving party agrees to maintain at least the same procedures regarding the Confidential Information of a disclosing party that it maintains for its own Confidential Information, but in no event will such procedures be less than commercially reasonable. Without limiting the generality of the foregoing, neither party will permit any of its personnel to remove any proprietary or other legend or restrictive notice contained or included in any material provided by a disclosing party and the receiving party will not permit its personnel to reproduce or copy any such material except as expressly authorized hereunder. One party's Confidential Information may only be used by the other party and its representatives in order to fulfill its obligations under the Agreement.

(c) Notwithstanding anything to the contrary in this Section, a receiving party may disclose the Confidential Information of a disclosing party as required by law, including by a court of competent jurisdiction or government body or regulatory authority; provided however, that in the event of a proposed disclosure the receiving party will promptly notify the disclosing party (if legally permitted) of its disclosure obligation, and will cooperate with the disclosing party to obtain an appropriate protective order to preserve the confidential nature of such information prior to making such disclosure, and the parties will cooperate in good faith regarding the timing and the content of any required disclosure. Provider considers certain information shared with Client, such as proposal, pricing and employee identification, to be a trade secret, confidential or exempt from disclosure under applicable public records laws and, as such, claims an exemption from disclosure under such public records laws.

(d) Both parties acknowledge that any use or disclosure of the other party's Confidential Information by a receiving party in a manner inconsistent with the provisions of this Agreement may cause the disclosing party irreparable damage for which remedies other than injunctive relief may be inadequate, and both parties agree that the disclosing party may request injunctive or other equitable relief seeking to restrain such use or disclosure. The terms and provisions of this Section shall survive any termination of this Agreement for any reason for a period of five years.

11 INDEMNIFICATION.

(a) At our expense we will defend, indemnify and hold you harmless against any third party claim that the Platform, Software, Professional Services and/or any Deliverable infringes any registered United States patent, trademark or copyright in accordance with this Agreement. We will pay all costs, damages and attorney's fees that a court finally awards or by settlement as a result of such claim. But you must give us prompt written notice of the claim (which will not be less than 10 business days from you becoming aware of the claim), cooperate fully with us in its defense, and give us sole authority to control the case and any related settlement negotiations. We will not be responsible for or have any obligation to pay costs,

damages or attorney's fees for any settlement made without our written consent. Our obligations under this Section do not apply: (a) to any settlement made without our written consent; or (b) if a claim is based on the use of a superseded or altered version of the alleged infringing intellectual property if infringement would have been avoided by your use of the latest unaltered version of the same made available by us to you; or (c) to the extent that a claim is based on the combination, operation or use of the Platform, Software, Professional Services and/or Deliverable with any Third Party Technology, regardless of whether such Third Party Technology is provided or made accessible by Provider, Client or the applicable third party, if the claim would have been avoided had such combination, operation or use not occurred. In the event that the Platform, Software, Professional Services or Deliverable supplied by or through Provider in connection with this Agreement becomes, or in Provider's reasonable opinion is likely to become, the subject of a third party claim of infringement, or if a third party infringement claim is sustained in a final judgment from which no further appeal is taken or possible, Provider may, at its sole option: (i) procure your right to continue to use the affected Platform, Software, Professional Services or Deliverable in accordance with this Agreement; (ii) re-perform the Professional Services in a non-infringing manner or replace or modify the Platform, Software or Deliverable to make it non-infringing while retaining substantially the same functionality; or (iii) if clauses (i) and (ii) are not reasonably feasible, terminate this Agreement with respect to the affected Platform, Software, Professional Services and/or Deliverable, without further liability or obligation to Client, and refund to you the fees paid by you for such affected Platform, Software, Professional Services and/or Deliverable in an amount equal to such fees paid by you for the same in the 12 months immediately preceding the cessation of your right to use the same and/or promptly reimburse any prepayments received by Provider for the affected Platform, Software or Professional Services, as the case may be, not provided as a result of termination under this Section. Other than as provided in this Section, you and your affiliates and subsidiaries shall have no other remedy against us arising from a claim of actual or alleged infringement of intellectual property rights respecting our Platform, Software, Professional Services or Deliverables.

(b) Reserved.

12. LIMITATION OF LIABILITY

TO THE EXTENT ALLOWABLE BY CONNECTICUT LAW, THE PARTIES AGREE THAT, TO THE FULLEST EXTENT PERMISSIBLE UNDER LAW, IN NO EVENT SHALL A PARTY (AND IN THE CASE OF PROVIDER, INCLUDING ITS LICENSORS AND SUPPLIERS) BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST SAVINGS) ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING WITH RESPECT TO THE INSTALLATION, USE OR OPERATION OF THE PLATFORM, SOFTWARE (INCLUDING THE HOSTED SERVICES) OR PROFESSIONAL SERVICES WHETHER IN CONTRACT, TORT, NEGLIGENCE OR OTHER FORM OF ACTION EVEN IF THE PARTY HAS BEEN APPRISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS SECTION SHALL APPLY NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE PARTIES SPECIFICALLY AGREE THAT, EXCEPT FOR AMOUNTS PAYABLE TO PROVIDER HEREUNDER, THE TOTAL LIABILITY OF PROVIDER TO YOU FOR DAMAGES UNDER THIS AGREEMENT WILL NOT EXCEED THE SUM OF ALL FEES RELATED TO THE PLATFORM OR SOFTWARE OR THE SUM OF ALL PROFESSIONAL SERVICE FEES (DEPENDING ON WHETHER THE PLATFORM OR SOFTWARE OR PROFESSIONAL SERVICES GAVE RISE TO THE DAMAGE) ACTUALLY PAID BY YOU TO PROVIDER OR TO BE PAID UNDER THE TERMS OF THE ORDER HEREUNDER IN THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE DAMAGE. NOTWITHSTANDING THE FOREGOING, IN NO INSTANCE WILL SCHOOLMINT HAVE ANY LIABILITY WHATSOEVER FOR ANY LOSS OR DAMAGE THAT IS BASED ON, RELATED TO OR CONNECTED

WITH THIRD PARTY TECHNOLOGY, REGARDLESS OF WHETHER IT IS PROVIDED OR MADE ACCESSIBLE BY THE PROVIDER, -CLIENT OR THE APPLICABLE THIRD PARTY PROVIDER.

13. ASSIGNMENT

Provider may assign this Agreement or any portion of any of the obligations to be performed herein without consent of Client in the event of a merger, sale, acquisition, or similar transaction relating to the applicable products and/or services and shall within a reasonable time thereof provide notice of the assignment to client.

14. PUBLICITY

Client agrees that Provider may use Client's name, trademark and logos in Provider's customer list and may publish information identifying Client as a user of Provider services and products in advertisements and press releases (including releases to professional and trade publications). Client gives Provider permission to create a case study on the performance of the Provider Services (the "Case Studies"). Such Case Studies may also be performed on a segment of the Client's Users. Provider may use the Case Studies to improve its Services as offered to other customers, but the data within the Case Study that identifies the Client, or its end-users will not be shared without the Client's permission. Under no circumstances shall Provider use or disclose identifying information of specific personnel without the express written permission of Client in each instance, which permission may be withheld in Client's sole discretion.

15. GOVERNING LAW; FORUM SELECTION

This Agreement shall be governed and construed in accordance with the laws of the State of Connecticut without giving effect to any choice of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Connecticut. Any legal suit, action or proceeding arising out of or related to this Agreement or the licenses granted hereunder shall be brought exclusively in the state or federal courts in Connecticut, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such legal suit, action or proceeding. Service of process, summons, notice or other document sent by mail to the principal business address of a party to this Agreement will be effective service of process for any legal suit, action or proceeding brought in any such court. The parties hereto expressly waive the application of the United Nations Convention on Contracts for the International Sale of Goods to the terms of this Agreement.

16. DISPUTE RESOLUTION

Any dispute arising from or relating to the subject matter of this Agreement will be finally settled by arbitration in Hartford, Connecticut or in a location that is reasonably convenient for you, using the English language in accordance with the Arbitration Rules and Procedures of the American Arbitration Association ("AAA") then in effect, by one commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes, who will be selected from the appropriate list of AAA arbitrators in accordance with the Arbitration Rules and Procedures of AAA. Each Party will pay any administration fee, arbitration fees and fees and charges of attorneys, experts and witnesses if and to the extent required to pay such fees and charges by law or in order to make this arbitration provision enforceable. By agreeing to these terms, you acknowledge that you may not participate in a class action in court or in arbitration, either as a class representative, class member or class opponent. ACCORDINGLY, YOU ACKNOWLEDGE THAT YOU MAY NOT HAVE ACCESS TO A COURT (OTHER THAN A SMALL CLAIMS

COURT) OR TO A JURY TRIAL. Judgment upon the award so rendered may be entered in a court having jurisdiction, or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. Notwithstanding the foregoing, each party will have the right to institute an action in a court of proper jurisdiction for injunctive or other equitable relief pending a final decision by the arbitrator.

17. ADDITIONAL TERMS

(a) We are acting as an independent contractor under this Agreement, including any Order. Neither party is, or shall be deemed for any purpose to be, an employee or agent of the other and neither party shall have the power or authority to bind the other party to any contract or obligation.

(b) Provider may use subcontractors or vendors to provide the Platform, Software, Documentation or Professional Services.

(c) Any failure by either party to enforce at any time or for any period of time the provisions of this Agreement shall not be construed as a waiver of such provision, or of the right to enforce that provision. In the event any part of this Agreement is held to be unenforceable, that shall not affect the enforceability of the remaining provisions.

(d) The headings of each provision of this Agreement are for reference purposes only. This Agreement, including any fully signed Order and/or Order, may not be modified unless the modification is in a writing signed by authorized representatives of both parties. This Agreement, including any fully signed Order and/or Order, is complete and supersedes all prior agreements, proposals, negotiations, letters of intent, purchase orders and purchase order terms and conditions, or other correspondence, whether written or oral that are not specifically agreed to in writing by Provider.

(e) This Agreement is for the sole benefit of the parties hereto and their respective permitted successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

(f) Any notice or other communication required or permitted in this Agreement will have legal effect only if it is in writing and addressed to a party at its commonly known principal business address. Notices are deemed to have been duly given on the day of service if served personally, by facsimile transmission with confirmation, e-mail transmission to an authorized representative of the party with confirmation, or three days after mailing if mailed by First Class mail, registered or certified, postage prepaid.

(g) Provider shall have the right to audit Client enrollment and users during each Subscription Term and bill Client for any additional enrollments and users identified at the time of the audit. Payments are due within thirty (30) days of the billing date specified on any supplemental invoice submitted to Client following an audit. You agree to grant us reasonable access to all relevant locations, systems and networks and provide reasonable cooperation, upon prior notice during normal business hours, to allow us to audit the use of the Platform, Software. and Services. On our written request, no more frequently than annually, you shall provide us with a signed certification (i) verifying that the Platform and Software are being used pursuant to the terms of this Agreement, including any use limitations, and (ii) listing the locations, types and serial numbers of the hardware on and at which the Software is being used.

(h) The parties agree not to solicit for employment or hire any employees or independent contractors of the other party who perform services in connection with this Agreement, other than through a public general advertisement or third-party recruiting firm not directed to solicit such employees or consultant, without the written consent of the other party during the term of this Agreement and for a period of one year from the date of its termination. However, nothing contained in this paragraph will apply to any such person who (i) approaches a party of his or her own accord, or (ii) responds to a general solicitation or recruiter who has not been directed to target a party, it employees or the particular person.

(i) Any audits of Provider by Client (i) are limited to the review of information and documentation directly related to Provider's obligations under the Agreement; (ii) must be reasonable in scope and be performed only after providing Provider with at least 30 days' prior written notice; and (iii) will be conducted solely at Client's expense. Such audits can be conducted no more than once per contract term and once per twelve (12) month period.

(j) If our performance of this Agreement is prevented or interfered with by any event or condition beyond our reasonable control (including, without limitation, governmental action, international or domestic terrorism, riots, disturbance, war, strikes, lockouts, slowdowns, prolonged shortage of energy or other supplies, epidemics, fire, explosion, flood, hurricane, earthquake or other act of God), we will be excused from such performance only for so long as and to the extent that such a force prevents or interferes with our performance and provided that we give notice to you and use diligent efforts to remedy such event or condition

(k) Any right, obligation or provision under this Agreement that, by its nature, should survive termination or expiration of the Professional Services Agreement, will survive any expiration or termination of this Agreement.

(l) This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Each party has caused this Agreement to be executed by its duly authorized representative.

CITY OF WATERBURY

By:_____ Date:_____
Paul K. Pernerewski Jr., Mayor

SCHOOLMINT INC.

By:_____ Date:_____

Its:_____

#11

Wendy Johns
Director of Pupil Services
(203) 346-3505
wendy.johns@waterbury.k12.ct.us

EXECUTIVE SUMMARY

DATE: July 31, 2025 (Revised from April 22, 2025)

To: Board of Education
Board of Aldermen

FROM: Wendy Johns, Director of Pupil Services

RE: Approval of Agreement between the City of Waterbury and **ST. VINCENT'S SPECIAL NEEDS, INC.**

The Special Education Department requests the approval of the Agreement between the City of Waterbury Public Schools (WPS) and **ST. VINCENT'S SPECIAL NEEDS, INC.- OOD Spec. Ed Placement**. The purpose of the agreement is to provide a special education program, including instruction and related services, suitable for those children to be served in accordance with the *Connecticut General Statutes*, the Individuals with Disabilities Education Act ("I.D.E.A."), and their respective regulations, and each individual student's IEP as developed by the City and the Planning and Placement Team (PPT).

The original contract was voted and approved by the Board of Education on May 15, 2025. The Board of Aldermen voted and approved the original draft contract on May 19, 2025. The contract, however, could not be fully executed because **ST. VINCENT'S SPECIAL NEEDS, INC.** continued to make significant changes to the draft contract and would not sign until recent negotiations. Therefore, a new executive summary is being resubmitted for approval and consideration of the new draft contract.

The agreement shall commence on July 1, 2025 and will terminate on June 30, 2026. The City shall have the sole Option to extend this contract for one (1) additional fiscal year from July 1, 2026 through July 30, 2027. The agreement is at a cost of **$383,778.00 (based upon a rate schedule for each student placed at the facility)** for a one-year term, with an option to extend. The purpose of this agreement is to provide services to a student placed with **ST. VINCENT'S SPECIAL NEEDS, INC.- OOD Spec. Ed Placement** will be paid through General Funds.

AGREEMENT

between

CITY OF WATERBURY, CONNECTICUT
and
ST. VINCENT'S SPECIAL NEEDS CENTER, INC.

THIS AGREEMENT, ("Agreement" or "Contract") effective on the date signed by the Mayor (the "Effective Date"), is by and between the **CITY OF WATERBURY**, City Hall, 235 Grand Street, Waterbury, Connecticut, 06702, ("City"), and **ST. VINCENT'S SPECIAL NEEDS CENTER, INC.**, an institution organized and existing under the laws of the State of Connecticut, and having its principal place of business at 95 Merritt Blvd, Trumbull, Connecticut 06611 (the "School" or "St. Vincent's").

WHEREAS, the School is a private education institution specializing and licensed in the education of children with disabilities;

WHEREAS, the educational needs of the students covered by this Agreement cannot be met with public school arrangements;

WHEREAS, the School is willing to provide educational services to each identified City of Waterbury student in accordance with student's Individual Education Program (IEP), by providing education to children with disabilities, placed in its facility for non-residential reasons, by the Waterbury Board of Education; and

WHEREAS, the City is desirous of having the School perform said educational services for the City.

NOW THEREFORE, it is mutually agreed as follows:

1. <u>Scope of Services</u>.

1.1. School hereby agrees to provide a special education program, including instruction and related services, suitable for those children to be served in accordance with the Connecticut General Statutes, the Individuals with Disabilities Education Act ("I.D.E.A."), and their respective regulations, and each individual student's IEP as developed by the City and the Planning and Placement Team (PPT), which IEP is incorporated herein by reference as if fully set forth herein. Each student's IEP contains a description of the student's educational program, supports and related services the student is to receive, a statement of goals and objectives relating to the student, and an estimated time schedule for returning the child to the community or transferring such student to another appropriate facility. School shall provide conferences

with parents and report to the City when required by the student's IEP, by Section 10-76d of the Connecticut General Statutes or when necessary, regarding the progress of the child.

1.2. School agrees to provide the educational program, supports and related services, as approved by the City and identified in the student's IEP by the Planning and Placement Team (PPT). All other activities will be the responsibility of the School.

1.3. School shall not be responsible for transportation of City students to and from the School, or any costs associated with such transportation.

1.4. The City shall provide the School with information needed to access appropriate IEP Systems, including but not limited to CT-SEDS, or the current electronic IEP system utilized by Waterbury Public Schools for the students placed in the School. The School agrees to complete the IEP, as revised and effective July 1, 2022, and update as required to include the following:

i Present level of performance
ii Transition Planning (as appropriate)
iii Goals and objectives
iv Program Accommodations

1.5. The School shall hold and attend PPT meetings as needed, but at a minimum, on an annual basis. It shall be the responsibility of the City to notify all necessary participants of any PPT meeting, which shall include a representative from the City and a representative from School. A PPT meeting may be held via a telephone conference as required by the City.

1.6. School shall provide the City with monthly reports of the attendance or receipt of remote instruction, as may be directed by the City of Waterbury Board of Education (the "Board"), of each child at School's facility along with documentation of the specific services and frequency of services rendered to students under this Agreement. Said reports may be reviewed by the City and reconciled to the services to be provided under this Agreement. Student attendance reports shall accompany the City of Waterbury voucher and the School's billing.

1.7. School shall not withdraw any child from the program for any reason, without providing the City with thirty (30) day prior written notice, provided however, if School determines at any time during the school year that that it can no longer provide an appropriate program for the student and/or implement the IEP, School agrees to immediately notify the City of this determination. The above notwithstanding, if School determines that the student, has violated the School's standards of conduct and to be terminated, the School shall give the City written notice of such determination and a PPT shall be convened in which the appropriate members of the team shall participate. School's team members shall assist the PPT in planning an appropriate transition of the student to the student's next placement as appropriate. In no event shall the School discharge the student or refuse to allow the student to continue to attend the School without the agreement of the PPT and/or the determination that another placement has been determined for the student.

1.8. The parties agree to review each student's progress and need for services at the student's annual PPT meeting, to determine an estimated time for returning the student to the community or transferring the child to another appropriate facility, if appropriate for the student.

1.9. The Superintendent or their designees may, at any time, conduct periodic site visits at the location where the special education services hereunder are being provided.

1.10. School shall immediately notify the child's parents and/or guardian and the City in the event of an emergency or injury, concerning or involving the child.

1.11. If the student is a child with multiple complex medical needs, according to the student's IEP, and requires skilled nursing monitoring and care and needs to attend school accompanied by a RN or LPN, the Parties agree to implement Schedule B to the extent possible. The purpose of Schedule B is to (i) ensure that the student's medical needs are met; (ii) specify procedures; (iii) delineate responsibilities (iv) plan for unexpected events; and (v) ensure ongoing health care and educational programming for the student at the School.

2. Term.

2.1. The term of this Agreement shall be for one (1) fiscal years commencing on July 1, 2025, and terminating on June 30, 2026, or any part thereof (the "Term"). The City shall have the Option to extend this contract for one (1) additional fiscal year from July 1, 2026 through July 30, 2027. No agency or individual can increase the specified number, or length of school days, without the prior approval or authority of the City. If such change is made without the City's prior approval, it shall be deemed a breach of this Agreement and the City shall have no obligation for payment of said services or further obligation under this Agreement.

2.2. The parties agree that the Agreement may be amended from time to time by way of a letter placing additional students in School's facility and acknowledged by School that services will be provided to such students in accordance with each student's IEP and in accordance with the Agreement.

3. Payment.

3.1. The City shall pay School an amount up to **Three Hundred Eighty Three Thousand Seven Hundred Seventy Eight Dollars and 00/100 Cents ($383,778.00)** for the Term of this agreement for the educational program, supports and related services, required by each IEP, properly rendered hereunder, unless this Agreement is sooner terminated as provided herein. The basis for payment of said services shall be as set forth in **Attachment A** entitled "Rate Schedule". **Attachment A** shall consist of one rate schedule for each student placed in the School's facility. The rate schedule shall set forth the name of the student, the services to be provided to each student, number of days anticipated to be in attendance and the cost of said service. **Attachment A** is incorporated herein and made a part of this Agreement.

3.1.1. Option Payment In the event the City excises its Option to Extend this agreement as provided herein then the School shall be paid for its services as set forth in section 3.1.

3.2. Each child's tuition or cost for services provided under the Agreement shall be calculated based upon the number of days the child is enrolled at said facility and/or specified hours of required specialized instruction and related services. If the child attends said school for only a portion of the school year the tuition rate will be determined by multiplying the number of days enrolled by the daily rate or hourly rate as set forth in the Rate Schedule, **Attachment A.** The School's Rate Schedule shall provide an explanation of how the tuition or costs for services provided under this Agreement are calculated. Payment shall be made only for the school days and provision of the educational program, supports and related services as identified in each child's IEP and shall be in accordance with the City of Waterbury's payment policy and procedures. School shall provide a yearly "Rate Schedule" for each fiscal year of this three (3) year Agreement for all services that may be rendered by School under this Agreement.

3.3. The School shall invoice the City on a monthly basis. The City shall pay the invoice within forty-five (45) days of receipt of invoice for all services provided, including those required by the students IEP. In the event that the School is closed, either partially or completely, as required by either state or local health officials or by local, state or federal law during the term of this Agreement due to the Covid-19 pandemic or another pandemic or epidemic (the "School Closure Period"), the School may continue to provide the student with educational services under this Agreement albeit through remote or other alternative learning, to the greatest extent possible, as may be required by the State and local Board of Education. School agrees to provide the City with its remote learning plan for the student, which plan will address how the student's IEP will be implemented during the School Closure Period. The City agrees to pay the tuition identified in this Agreement for services actually received by the child during the School Closure Period.

3.4. The City may add or delete students, or any services required by each student, at any time as it deems necessary per each student's IEP, as may be amended from time to time, thereby increasing or decreasing the number of students placed in the School facility. Accordingly, all rates shall remain as set forth in the current "Rate Schedule" for each fiscal year.

3.5. The School shall provide the City with their yearly "Rate Schedule". For all the services provided to each child under this Agreement, the City shall pay to School an amount based upon the "Rate Schedule" for that fiscal year. Payment for each child may be changed from time to time based upon each child's individual IEP and services required per the IEP. Payment to be made by the City shall be for educational costs, supports and related services only.

3.6. The School shall submit all required Medicaid documentation to the City for purposes of submitting claims to the Medicaid School Based Child Health Program administered by the department of Social Services. Such documentation shall include, but is not limited to, daily service logs, session notes, monthly progress reports, and detailed invoicing including the types

of services provided, the dates of the services, the units of services, the names, disciplines, and licensing and certification information of the individual providing the service. All progress notes references in this section shall be signed by the individual(s) who performed and/or supervises the service. This information shall be entered directly into the District's electronic Medicaid Billing System. The School acknowledges and agrees that its submission of all required documentation to the City for purposes for purposes of submitting claims to the Medicaid School Based Child Health Program shall be a condition precedent to any payment by the City to the School pursuant to this Agreement.

3.7. In the event that any child enters School's facility at a time subsequent to the beginning of the school term or should withdraw from School's facility prior to the end of the school year, said educational costs, supports and related services shall be proportionately reduced. School shall provide the City with a yearly rate per child as mandated by the State of Connecticut. The daily rate per child shall be calculated by dividing the annual rate by the days each child is required to attend School's program as indicated on each child's IEP. School shall provide the City with a monthly attendance log.

3.8. The School shall notify the Director of Pupil Services for the City at any time a student is absent for five (5) consecutive days. Upon receiving prompt notification that a Student has been absent for five (5) consecutive days, the Director of Pupil Services for the City of Waterbury, will reach out to the student's family to determine if the student will be returning. Director of Pupil Services will make every attempt to schedule a PPT to review services, placement or determine the proper course of action, not limited to but including a proportionate reduction in cost within five (5) days of such notification.

4. Records/Reports.

4.1. The City hereby agrees to provide to School such medical, psychological and educational evaluations, as are available to the City, to determine the appropriateness of the placement of those children with disabilities under this Agreement. It shall be the responsibility of the City, in conjunction with the Planning and Placement Team (PPT), to develop an annual IEP for each student placed at the School facility. School shall provide evaluative reports that may be required to keep the City duly informed concerning the educational needs of children enrolled and to enable the City to make judgments concerning those needs and the desirability of continuing the children in School's program. School and the City hereby agree that medical and psychological records shall not be open to public inspection, in accordance with Section 10-209 of the Connecticut General Statutes, without the written permission of the parent or guardian.

4.2. School agrees to adhere to the City of Waterbury Board of Education's policy regarding student attendance and shall notify and contact all parties regarding attendance or lack thereof pursuant to said policy. School hereby acknowledges receipt of said policy and has familiarized itself with all aspects of said policy.

4.3. The School agrees to provide all required documentation to the City and its Board of Education for the purposes of submitting claims to the Medicaid School Based Child Health Program administered by the State of Connecticut, Department of Social Services.

5. Student Data Requirements.

5.1. All student records, student information, and student-generated content (collectively, "Student Data") provided or accessed pursuant this Agreement are not the property of, or under the control of, the School.

5.2. The Board shall have access to and the ability to delete Student Data in the possession of the School except in instances where such data is (A) otherwise prohibited from deletion or required to be retained under state or federal law, or (B) stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by the School. The Board may request the deletion of any such student information, student records or student generated content if such copy has been used by the operator to repopulate accessible data following a disaster recovery. The Board may request the deletion of Student Data by the School within two (2) business days of receiving such a request and provide to the Board confirmation via electronic mail that the Student Data has been deleted in accordance with the request, the date of its deletion, and the manner in which it has been deleted. The confirmation shall contain a written assurance from the School that proper disposal of the data has occurred in order to prevent the unauthorized access or use of Student Data and that deletion has occurred in accordance with industry standards/practices/protocols.

5.3. The School shall not use Student Data for any purposes other than those authorized pursuant to this Agreement.

5.4. A student, parent or legal guardian of a student may review personally identifiable information contained in Student Data and correct any erroneous information, if any, in such Student Data. If the School receives a request to review Student Data in the School's possession directly from a student, parent, or guardian, the School agrees to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. The School agrees to work cooperatively with the Board to permit a student, parent, or guardian to review personally identifiable information in Student Data that has been shared with the School, and correct any erroneous information therein.

5.5. The School shall take actions designed to ensure the security and confidentiality of student data.

5.6. The School will notify the Board, in accordance with Conn. Gen. Stat. § 10-234dd, when there has been an unauthorized release, disclosure or acquisition of Student Data. Such notification will include the following steps:

Upon discovery by the School of a breach of Student Data, the School shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not more than thirty (30) days after such discovery, shall provide the Board with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the student{s) whose student data was released, disclosed or acquired; nature of and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.

5.7. Student Data shall not be retained or available to the School upon expiration of the Agreement between the School and City, except a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic account with the School after the expiration of such Agreement for the purpose of storing student- generated content.

5.8. The School and Board shall each ensure their own compliance with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, as amended from time to time.

5.9. The School acknowledges and agrees to comply with the above and all other applicable aspects of Connecticut's Student Data Privacy law according to Connecticut General Statutes §§ 10-234aa through 10-234dd.

5.10. The Parties agree that this Agreement controls over any inconsistent terms or conditions contained within any other Agreement entered into by the Parties concerning Student Data.

6. Confidentiality/FERPA.

6.1. School 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. School shall further ensure that its employees, agents, or anyone performing work on their behalf under the terms of this Agreement 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.

6.2. Any and all materials contained in City of Waterbury student files that are entrusted to School or gathered by the School 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 School shall be used solely for the purposes of providing services under this Agreement.

6.3. School acknowledges that in the course of providing services under this Agreement, 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) School and City shall comply with the requirements of

said statute and regulations, as amended from time to time and School agrees to use information obtained from the City or student education records only for the purposes provided in this Agreement. Without the prior written consent of the student's parent or guardian, as required by FERPA, School has no authority to make disclosures of any information from education records.

6.4. The School shall ensure that the confidential information in the electronic IEP is maintained and kept secure at all times. The School shall provide access only to those who provide services to the identified students and who have been identified as requiring electronic access by the School's Administrator. The School's Administrator shall provide a list of School identified by them as requiring electronic access to each students IEP and their respective positions prior to access being given.

7. Criminal Background Check and DCF Registry Check.

7.1. The School shall comply with the requirements of Conn. Gen. Stat. §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 may be present, that will or may have direct contact with Students while providing services pursuant to this Agreement has stated, in writing, whether such person has ever been convicted of a crime or whether criminal charges were ever pending against such person. The School 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 School shall not permit any person with a disqualifying criminal history to have direct contact with a student. The School agrees the "direct contact" shall include the School 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.

8. Representation Regarding Qualifications.

8.1. School hereby represents that it has been duly approved by the Connecticut State Department of Education for the education of children with or without disabilities, as defined by the Connecticut General Statutes and its regulations.

8.2. School hereby represents that it is knowledgeable regarding any and all federal and/or state regulations, policies, procedures, statutes, codes, participant protection and confidentiality, family rights to privacy, protection of pupil rights, local school system policies and procedures, administrative directives of the Connecticut State Board of Education and the State Department of Education. School hereby represents that it has reviewed all the state and

federal policies, regulations, procedures, statutes, codes (applicable to this Agreement) and agrees to adhere to each and every condition as it applies.

8.3. School represents that its employees are licensed, as may be required by the State of Connecticut, and certified to perform the scope of work set forth in this Agreement. School 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 Agreement. Upon request, School shall provide the City with copies of School's license, certification. School further represents and shall provide documentation that all present staff, and future hires, have the requisite skill and are properly licensed and credentialed and shall make such licenses available for inspection upon said request. If School is a corporation, it shall provide a corporate resolution authorizing this Agreement and the signatory thereof.

8.3.1 **Representations Regarding Personnel.** School represents that it has or will secure at its own expense, all personnel required to perform the services under this Agreement. 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 School 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.

8.3.2 The School represents and warrants that to the best of its knowledge that it and its employees who may be assigned to perform the Scope of Services set forth in this Agreement 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. That each of School's employees have submitted to a state and national criminal history records check and a DCF registry check and said results revealed not violations.

9. Debarment. School hereby certifies that it and its principals are not debarred or suspended from doing business as required by Executive Order 12549 and shall provide to the City of Waterbury a signed certificate regarding debarment and suspension.

10. Indemnification.

10.1. School shall indemnify and hold harmless the City, the City's Board of Education and their agents, commissioners, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from the performance of the School's services, caused in whole or in part by any willful or negligent act or omission of School, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

10.2. School assumes all risk in the operation of this Agreement, and shall be solely responsible and answerable in damages for all accidents or injuries to person or property, except for the actions or negligence of the City and the Board and their officers, agents or employees. School hereby covenants and agrees to (i) indemnify, (ii) pay the City and Board, their officers, agents, or employees attorney's fees, and (iii) hold harmless the City and Board and their officers, agents or employees from any claims, suits, actions, damages, losses and injury to person or property arising out of the operation of this Agreement or the negligence or improper conduct of School or any servant, agent or employee thereof, which responsibility shall not be limited to the insurance coverage herein provided.

10.3. In any and all claims against the City, the Board of Education or any of its employees by any employee of School, 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 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 School or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

10.4. School expressly understands and agrees that any insurance protection required by this Agreement, or otherwise provided by School, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City as provided here.

10.5. In any and all claims against School, or any of its employees by any employee of the City, any of the City's subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation 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 City or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

11. School's Liability Insurance.

11.1. The School shall not commence work under this Contract until all insurance required under this Section 11 has been obtained by the School and such insurance has been approved by the City. The School shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an A.M. Best financial size category of VIII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

11.2. At no additional cost to the City, the School 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 School's obligation under this Contract, whether such obligations are the School's or subcontractor or person or entity directly or indirectly employed by said School

or subcontractor, or by any person or entity for whose acts said School 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 School:

11.4.1 **General Liability Insurance.**
$1,000,000 each Occurrence
$2,000,000 General Aggregate
$2,000,000 Products/Completed Operations Aggregate
Abuse and Molestation Coverage

11.4.2 **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

11.4.3 **Professional Liability/Errors and Omissions.**
$1,000,000 each Wrongful Act
$1,000,000 Aggregate

11.4.4 **Excess/Umbrella Liability Insurance.**
$1,000,000 each Occurrence
$1,000,000 Aggregate

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

11.6. **Cancellation: The City of Waterbury shall receive written notice of cancellation from the School 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 School's General, Automobile and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City and The Board of Education as an additional insured and provide a waiver of subrogation on all lines of coverage except Professional Liability. The insurance afforded the additional insured shall be primary and non-

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

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

12. Discriminatory Practices.

12.1. In performing this Agreement, School 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 Agreement. 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.

12.2. The School shall admit any eligible child and shall not discriminate against any child regardless of race, religion, color, ancestry, natural origin, sex, handicap or disability.

12.2.1 **Equal Opportunity.** In its execution of the performance of this Agreement, School 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. School 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. Termination.

13.1. **Termination of Agreement for Cause.** If, through any cause, School shall fail to fulfill in timely and proper manner his obligations under this Agreement, or if School shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to School of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. In the event of such termination, all documents, data, studies, and reports prepared by School under this Agreement shall, at the option of the City, become its property.

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

13.3. **Termination for Convenience of the City.** The City may terminate this Agreement at any time by providing 30 day notice in writing from the City, to School. If this Agreement is terminated by the City as provided herein, School will be paid an amount for the services actually performed and provided for under this Agreement.

13.4. **Termination for Lack of Funding.** The School acknowledges that the payment obligations of the City under this Agreement are intended to be funded by the City through General Fund appropriations, federal or state assistance or grant monies provided by the federal or state governments as well as the sale of tax exempt long and short term debt obligations issued by the City. School acknowledges that continuation of this Agreement is subject to the lawful continual appropriation of funds by the City, State or Federal government, including the funding of grants for the purpose of this Agreement. Moreover, this Agreement may also be subject to the ability of the City to legally issue and sell the aforementioned debt obligations, (as determined by opinion of bond counsel and or the Internal Revenue Service) and to do so in a commercially viable manner, and is furthermore subject to the lawful continual appropriation of funds by the City, State or Federal government. School therefore agrees that the City and Board shall have the right to terminate this Agreement in whole or in part without penalty in the event that: (1) the City is unable to issue the debt obligations for sale because of a legal infirmity as otherwise determined by Bond counsel or the Internal Revenue Service; or, (2) the City is unable to market and or timely sell the required amount of debt obligations required to fund the Agreement in whole or in part, or, (3) the money required to enable the City to pay School is either not appropriated, authorized or made available pursuant to law, or such funding appropriations have been reduced pursuant to law.

13.5. The School therefore agrees that the City shall have the right to terminate this Agreement in whole or in part without penalty in the event that the money required to enable the City to pay School is either not appropriated, authorized or made available pursuant to law, or such funding appropriations or grant monies have been reduced pursuant to law.

13.5.1 **Effects of Nonappropriation.** If funds to enable the City to effect continued payment under this Agreement are not appropriated, authorized or otherwise made available by law, the City shall have the right to terminate this Agreement 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 School.

13.5.2 **No Payment for Lost Profits.** In no event shall the Board or the City be obligate to pay or otherwise compensate School for any lost or expected future profits.

14. Delivery of Documents. In the event of termination or fulfillment of this Agreement, or at any point that each individual student no longer receives services at School, School 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. This shall include, but is not limited, to any and all student records, evaluations, reports, IEP, or any other records provided to School under this Agreement. The City shall have the right to withhold any payment due to School until said documents have been returned to the City of Waterbury.

15. Subcontracting.

15.1. The School shall not, without the prior written approval of the City, subcontract, in whole or in part, any of School's services.

15.2. The School 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 School.

16. Assignability. The School shall not assign any interest in this Agreement, 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 School from the City under this Agreement 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.

17. Audit. The City reserves the right to audit School's books of account in relation to this Agreement any time during the period of this Agreement or at any time during the twelve month period immediately following the closing or termination of this Agreement, or as required by the grant. In the event the City elects to make such an audit, School shall immediately make available to the City all records pertaining to this Agreement, including, but not limited to, documentation of the type, frequency and duration of all services provided to each student, student records

including staff records relating to the student, payroll records, bank statements and canceled checks.

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

School: St. Vincent's Special Needs Center, Inc.
95 Merritt Blvd
Trumbull, Connecticut 06611

City: The City of Waterbury
Board of Education
c/o Director of Special Education
236 Grand Street
Waterbury, CT 06702

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

19. **Entire Agreement.** This Agreement 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 Agreement must be in writing and agreed to by the City and School.

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

21. **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement, 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

Agreement shall be enforced as if this Agreement was entered into without an invalid provision.

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

23. **Disputes; Legal Proceedings and Continued Performance.** Notwithstanding any such claim, dispute or legal action, School shall continue to perform services under this Agreement in a timely manner, unless otherwise directed by the City.

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

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

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

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

27.1. 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.

27.2. 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.

27.3. 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.

27.4. 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.

27.5. 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.

27.6. 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 27.6, 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 27.6 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.

27.7. The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has **(i)** delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owned to the City; **(ii)** filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial

interests; **(iii)** delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and **(iv)** filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 27.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

27.8. The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 27.1- 27.7.

27.9. The School 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.

27.10. The School 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: https://www.waterburyct.org/services/city-clerk/code-of-ordinances [click link titled "Code of Ordinances (*Rev. 12/31/19)*". For Chapter 38, click on "Title III: Administration", then click on "Chapter 38: Centralized Procurement System". For Chapter 39, click on "Title III: Administration", then click on "Chapter 39: Ethics And Conflicts of Interest"]

27.11. The School 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.

27.12. 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.

27.13. **INTEREST OF CITY OFFICIALS.** No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in

connection with the carrying out of the Project to which this Contract pertains shall have any personal interest, direct or indirect, in this Contract.

27.14. **PROHIBITION AGAINST CONTINGENCY FEES.** The School 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.

27.15. **FREEDOM OF INFORMATION ACT NOTICE.** Pursuant to State statute, in the event the total compensation payable to the School set forth in Section 3 herein is greater than $2,500,000.00, the City is entitled to receive a copy of any and all School records and files related to the performance of this Contract and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

[Signature page follows]

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

WITNESSES: **CITY OF WATERBURY**

_____ By:_____
Print name Paul K. Pernerewski, Jr., Mayor

_____ Date:_____
Print name

WITNESSES: **ST. VINCENT'S SPECIAL NEEDS CENTER, INC.**

_____ By:_____
Print name

_____ Date:_____
Print name

SCHEDULE "A"
Yearly Rate Schedule
City of Waterbury and
St. Vincent's Special Needs Center, Inc.
(Consisting of 1 page)

2025 – 2026 School Calendar
Special Education rate per year

SCHEDULE B

REQUIREMENTS

a) The BOARD will provide a RN or LPN (the "Agency Nurse") from a nursing agency to assign to the Student as may be required by the Medical Professional or IEP.
b) The Student may need specific items in School as required by IEP. Any such items will be listed on Schedule B-1, which may be changed as needed per medical condition and shared with St. Vincent's School nurse ("School Nurse"), Agency Nurse, and parent/guardian. WHO PROVIDED THIS?
c) The nursing agency will assign an Agency Nurse to monitor and provide care for the Student throughout the school day.
d) The parent/guardian shall provide a written order from the Student's physician that the Student is medically stable to attend school.
e) The parent/guardian shall provide written medical authorization (orders) from the Student's physician and written parental permission for administration of medication and any treatments or procedures performed at the School. The Agency Nurse(s) caring for the Student will be provided these orders to comply with .The School will not be responsible for obtaining medical orders. WHO Obtains orders
f) A written individual emergency care plan (IECP) will be developed by the School Nurse. Such plan will not be considered part of the Student's IEP.
g) A copy of this Schedule B will be provided by the School to the nursing agency, the School Nurse, the parent/guardian, and the BOARD. A copy will be maintained in the Student's educational record.

RESPONSIBILITIES

1. BOARD RESPONSIBILITIES. The BOARD shall:

a) Contact a nursing agency to provide appropriate nursing services for the Student, including daily transportation to and from school, and when early dismissal is deemed necessary due to inclement weather, or illness of Student or Agency Nurse.
b) Arrange appropriate transportation with transportation companies to and from the School, including transport of medical equipment.
c) Review Schedule B at the time of Student's PPT meetings or when changes are required and notify parents/guardians so they can be included in the process.
d) Assist parents/guardians with obtaining medical orders, if needed.
e) The School shall require the following from the nursing agency :
    1.Ensure that the Agency Nurse(s) assigned to accompany the Student is licensed.
    2.Ensure that Agency Nurse(s) has been provided with the Agency Nurse functions as it pertains to services solely for the Student's medical needs.
    3.Communicate with the School Nurse so they can facilitate scheduling of onsite orientation for each Agency Nurse involved in Student's care, including any new Agency Nurse(s) being introduced during the school year.

f. Consider concerns of the School Principal or the School Nurse regarding the competency and services of the Agency Nurse in the School setting.
g. Review the School's medical emergency procedures, lockdown and evacuation procedures and transportation procedures as provided to the Board by the School.
h. Require Agency Nurse(s) to travel to and from the School on the bus/van with the Student.
i. Keep the School Nurse apprised of whether the Agency Nurse is a RN or LPN.
j. Assume no liability for the actions or omissions of nursing care provided by the School Nurse.
k. Assist Student's family in obtaining medical orders as needed.
l. Notify School Nurse manager if new Agency Nurse will be coming in to the School, so orientation can be arranged.

2. <u>The School shall be responsible to require the Agency Nurse to abide by the following requirements:</u>

a) Review Student's written medical orders for all nursing care to be provided during school and seek any education from agency needed if unsure how to perform tasks prior to starting with Student.
b) Check daily and ensure that appropriate medical supplies and equipment for their assigned Student are present in the School and are in good working order during the school day.
c) Report concerns regarding equipment and supplies to the Student's family and apprise the School Nurse of such concerns.
d) Participate in routine conferences regarding the Student if invited by the parent/guardian, the School Principal, or the School or BOARD.
e) Provide a copy of his or her current nursing license to the Nursing Agency.
f) Accompany the Student, during transportation to and from School and during school.
g) For short breaks i.e. bathroom/contact with Nursing Agency, coordinate with classroom staff to observe assigned Student in their absence. If taking a longer break during school hours, with the exception of a designated lunch break, the Student needs to accompany the Agency Nurse.
h) Be responsible for the Student's daily health care and overall medical safety in the School setting.
i) Specific nursing functions will be determined in accordance with written orders of the Student's physician or otherwise in the professional judgment of the Agency Nurse in consultation with the School Nurse.
j) Become familiar with the School's policies and procedures provided by the School (such as, confidentiality, fire drill, transportation, and school schedule) in the provision of the Student's care in the school setting.
k) Become familiar with School policies and comply with Nursing Agency policies and procedures, relevant to the provision of the Student's clinical care, medication administration, and activities of daily living.
l) Participate in designated School specific building and program orientation with the School Nurse, principal and other School personnel in relation to the provision of the student's health care and education in the school setting.

m) Administer the Student's medications and treatments in the School setting in accordance with the written orders of the Student's physician.
n) Maintain appropriate documentation of the Student's care and provide summary information to the School Nurse at mutually agreed upon schedule.
o) Become familiar with and be prepared to carry out the Student's transportation procedures.
p) Become familiar with the Student's medical emergency procedures, as well as the Student's individual emergency care plan and be prepared to carry out these procedures and plan.
q) Assist and participate in the Student's therapy program in consultation with the School Nurse.
r) Be responsible jointly with School personnel for removal of the following equipment from the building during a fire drill or actual emergency: medically essential supplies or equipment to be defined in Schedule B-1.
s) Report School-related educational/therapeutic concerns to the teacher and School principal.
t) Apprise the School Nurse of any change in the Student's medical needs, health status, health care procedures or medications and their impact on the Student's school participation or performance.
u) Report concerns regarding equipment and supplies to the Student's family and the Nursing Agency and apprise the School Nurse of such concerns.
v) Make Student available for education, by ensuring they are in the class during teaching times, and are placed near the teacher and other Students as needed.
w) Notify the School Nurse if he or she becomes ill during the course of the school day and, if possible, continue to monitor and care for the Student until the Nursing Agency substitute Agency Nurse arrives at the School.
x) Participate in total therapeutic programming for the Student as may be reasonably requested by the teacher or School principal.
y) Maintain confidentiality of individual Student information acquired during the school day while caring for the Student.
z) Travel to and from School with the Student in the bus/van arranged by the BOARD.
aa) Make sure Student is in room and available for education during the day. Assistance with school projects is always encouraged, though optional for the Agency Nurse, but is mandatory for the Student unless excused by the teacher.
bb) Ask classroom staff to page medical to room in case of any emergency with Student for assistance of School Nurse.

3. The BOARD shall be aware that it is the Parent/Guardian's responsibility to:

a) Not send the Student to School when the Agency Nurse is unable to be present in the School.
b) Assume responsibility for the provision of appropriate medical supplies and equipment for the Student in the School setting and ensure that medical equipment is in good working order and serviced according to recommended schedules.

c) Assume responsibility for the Student's transportation home in the event that, due to circumstances beyond its control, the nursing agency, the Agency Nurse or the BOARD or the School is unable to provide that service.
d) Contact the nursing agency, district pupil services, and the School if Student is going to be absent for any reason.
e) Notify the School and the agency nursing agency if medical orders or Student needs have changed.
f) Obtain any and all needed medical orders for use in the School.

4. THE SCHOOLS RESPONSIBILITIES.

1. The School shall:

a) Enable the Agency Nurse to monitor and provide care for the Student during the school day including emergency and non-emergency health care (e.g. suctioning, assessing breath sounds, oxygen administration and gastrostomy tube feeding) as ordered by physician and included in IECP and/or Individual Health Care Plan (IHCP).
b) Assume no responsibility for the provision and/or maintenance of special medical equipment and supplies for the Student.
c) Assume no liability for the actions or omissions of nursing care provided by the Agency Nurse(s). Any questionable actions or omissions by Agency Nurse will be reported to the Board and nursing agency.
d) Participate in the review of this plan at the time of PPT meetings concerning the Student, or whenever a problem arises. Such review shall be conducted by representatives of the BOARD; the nursing agency; the School; and the parent/guardian.
e) Provide school-based orientation to the Agency Nurse assigned by the nursing agency.

2 The School's Principal shall:

a) Follow the School's established procedure for medical emergency to call 911 when the School, School Nurse, or Agency Nurse determines that the Student requires special or emergency intervention.
b) Communicate with the BOARD about frequent or chronic excused or unexcused absences.

2. The School's Classroom Teacher and Classroom Assistant shall:

a) Promptly report medically related concerns to the Agency Nurse(s), School Nurse, and teacher.
b) Assist Agency Nurse(s) with lifting, hoyer use, and positioning as needed to maintain Student safety as per the School's lifting policies.
c) Assist Agency Nurse to acclimate to classroom, schedule, and therapy programs.

3. The School's Physical, Occupational, and Speech Therapists shall:

a) Promptly report medically related concerns to the agency nurse(s), school nurse, and teacher.

b) Be responsible for assessment and coordination of their respective services within the Student's program in consultation with the School Nurse and the Agency Nurse(s).

4. The School's Health Administrator shall:

a) Become familiar with Student's care and equipment to prepare in the event that he or she is needed to assist with the Student's care in emergencies.
b) Provide and orient each Agency Nurse to the School's written building emergency plan and procedures, including medical emergency, lockdown, and evacuation.
c) Orient each Agency Nurse to all aspects of the Student's medical and emergency plans of care, including medications, treatments, assessment, and equipment needs.
d) Collaborate with the Agency Nurse to evaluate the Student's health care needs that may affect school attendance.
e) Report to the School principal at such time that the Agency Nurse or School nurse determines that the Student's condition is medically unstable.
f) Communicate with the School, BOARD, and Nursing Agency's case manager about any significant health-related concerns impacting the Student's safety, wellbeing, or ability to participate in the School.
g) Follow St Vincent's Special Needs ("SVSN") established procedure for medical emergency to call 911 when the agency nurse determines that the Student requires special or emergency intervention.
h) Maintain the Student's school health record (CHR).
i) Serve as liaison with School staff, administration and the parent/guardian regarding health care needs in the School setting.
j) Participate in the development (and revision as needed) of a written IECP for the Student cooperatively with the Student's physician, the parent/guardian, school personnel and agency nurse(s).
k) Become familiar with the Student's medical emergency procedures, individual emergency care plan and be prepared to assist in the implementation of the plan.
l) Maintain a copy of all medical orders, IHCP, emergency medical plan, and health assessment in nursing office for use in case of emergency.
m) Maintain Schedule B-1 for Student needs and notify School, BOARD, Agency Nurse, and parent if updated.
n) Provide Agency Nurse with the School expectations document and maintain signatures.

5. The School shall instruct and provide information and or orientation to the Agency Nurse for the following procedure in the School

MEDICAL EMERGENCY PROCEDURES

a) The Agency Nurse will act in conformity with procedures agreed upon by the parent/guardian, the Student's physicians and School Nurse.
b) In an emergency situation (i) the Agency Nurse will assume charge of the emergency care; (ii) the Agency Nurse will request classroom staff or therapist to page medical to room; and (iii) the School Nurse will assist in the care needed.

c) Should the classroom teacher or therapists have concerns regarding the Agency Nurse's intervention during a medical event, they will call the School Nurse. The School's staff may summon additional personnel and services if they conclude that it is necessary to do so for the Student's well-being. Such services may include, but are not limited to, paramedics and ambulance.
d) The Agency Nurse, the School Nurse or the School's Principal may determine that early dismissal is appropriate due to the Student's condition. If a decision is made to end the Student's day early, the parent/guardian will be notified, and arrangements made for transportation. The School will never send the Student home without confirming that the parent/guardian or other adult/Agency Nurse present to receive the Student.

FIRE DRILL (OR OTHER NATURAL DISASTER) PROCEDURES

a) In the event of a fire drill or other emergency, the Agency Nurse will be responsible for ensuring the student's immediate evacuation from the School building.
b) The School Principal will inform appropriate emergency personnel about a building emergency and, through a mutual decision, by administrative staff or designee and emergency personnel, the Student may be removed from the School's grounds.

TRANSPORTATION PROCEDURES

a) The Student's transportation to and from school will be arranged by the BOARD. The Student and the Agency Nurse will travel in a bus/van together and arrive and leave at the same time.
b) If (i) it is determined by the Agency Nurse, the School Nurse or the School Principal that the school day must be shortened (e.g., due to the Student's medical condition, weather, etc.); or (ii) the Agency Nurse becomes ill during the course of the day, then the parent will assume responsibility for transportation of the Student home. The School will notify transportation service of any early dismissal or change.

School DAY PROCEDURES

a) Regular school hours will be determined through the PPT process, based on the status of the Student at time of entry and modified accordingly (increased or decreased) thereafter as needed, through the PPT process.
b) Should medical attention be required at home prior to the beginning of the school day, it is expected that the Student will arrive at the School as close to the beginning of the school day as possible. The parent/guardian or other family member shall call the School nurse to explain the reason(s) for the Student's delay or absence.
c) On any day that the Student is required to arrive at the School after the beginning of the regular school day, the Student will participate in the activities and lessons that are already underway. The Student will not be able to engage in activities, e.g., physical therapy, occupational therapy, etc., that have been scheduled during that portion of the school day when the Student was absent.

SCHEDULE B-1

Medical Equipment and Supplies required for the School shall be provided by the Parent/Guardian, as may be prescribed by a Medical Professional

Individualize for specific Student as may be ordered by a Medical Professional

The following is a list of items that may be requested by the Medical Professional and may be stored in the School building:

• Spare tracheostomy tube kits (One each: current size specified by MD, and one size smaller.)
- Portable O2 tank
- Extra set O2 tubing
- G-Tube feeding supplies (60 cc syringe, extension set)
- Spare G tube replacement set
- Formula
- Back-up PRN medication including emergency seizure medication and asthma medication.
- Hygiene needs (i.e. clothing changes)
- Diapers
- Glucometer
- Lancets
- Insulin
- Other

The following items will travel to and from School with the Student as ordered by the Medical Professional:
- Portable suction machine with water bottle
- Suction catheters
- Portable 02 tank
- Bandage scissors
- Extra O2 tubing
- Spare tracheostomy tube kits (One each: current size specified by MD, and one size smaller.)
- Pulse oximeter
- Ambu bag with trach adapter
- Daily and PRN medication to be administered at school, including emergency seizure medication and asthma medication.
- Any additional equipment needed for provision of health care (i.e. gloves, chux)
- Other

SCHEDULE "A"
Yearly Rate Schedule
City of Waterbury and
St. Vincent's Special Needs Center, Inc.
(Consisting of 1 page)

2025 – 2026 School Calendar
Special Education rate per year

STUDENT ONE	$127926.00/yr
STUDENT TWO	$127926.00/yr
STUDENT THREE	$127926.00/yr

#12

WATERBURY
PUBLIC SCHOOLS

Juan Mendoza
Assistant Superintendent of Human Capital
(203) 574-8019
jmendoza@waterbury.k12.ct.us

Date: 5-27-25

Honorable Aldermen
Waterbury Board of Aldermen
235 Grand Street
Waterbury, CT 06702

And

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

Re: Approval Request – Contract Award for Substitute Teacher & Paraprofessional Staffing Services (RFP #8298)

Dear Honorable Aldermen and Honorable Commissioners:

The Human Capital/Education Department respectfully requests approval of a new contract with Education Solutions Services (ESS) for Substitute Teacher and Paraprofessional Staffing Services, as outlined in RFP #8298.

In 2020, Waterbury Public Schools transitioned from a direct-hire substitute model to a contracted service model to address low fill rates and operational inefficiencies. This approach has since proven the most reliable and cost-effective way to ensure daily coverage and continuity of instruction across the district.

As part of the RFP #8298 process, the District conducted a formal review and interview process with two qualified vendors. After evaluation, the selection committee unanimously recommended ESS based on service quality, staffing capacity, and experience in managing large urban districts.

Under this contract, ESS will continue to assume full responsibility for recruiting, onboarding, background checks, training, payroll, tax withholding, insurance, and workers' compensation for all substitute teachers and paraprofessionals. Services will be delivered on an as-needed basis, with the District retaining the authority to prioritize assignments and approve individual placements.

This is a three-year contract beginning November 1, 2025, through June 30, 2028, with each year not to exceed $4.2 million, and the option for two one-year extensions. Fund certification was requested from the general fund as follows:

Year 1: Nov. 1, 2025 – June 30, 2026 | Not to exceed $4,200,000
Year 2: July 1, 2026 – June 30, 2027 | Not to exceed $4,200,000
Year 3: July 1, 2027 – June 30, 2028 | Not to exceed $4,200,000
Total (3-Year Term): $12,600,000

The current agreement expires October 31, 2025. Approval of this contract will ensure uninterrupted staffing coverage throughout the District.

Respectfully,

Juan Mendoza

Assistant Superintendent of Schools – Human Capital and Talent Management
Waterbury Public Schools

AGREEMENT
RFP No. 8298
For
Substitute Teacher & Paraprofessional Staffing Services
Between
The City of Waterbury, Connecticut
And
ESS Northeast, LLC

THIS AGREEMENT (the "Agreement" or "Contract"), effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY (the "City"), located at City Hall, 235 Grand Street, Waterbury, Connecticut 06702, and ESS Northeast, LLC (the "Consultant"), located at 3 Executive Campus, Cherry Hill, New Jersey 08002, a State of Delaware duly registered foreign limited liability company (together with the City, jointly referred to as the "Parties").

WHEREAS, the Consultant submitted a proposal to the City responding to **RFP No. 8298** for Substitute Teacher and Paraprofessional Staffing Services; and

WHEREAS, the City selected the Consultant to perform services regarding **RFP No. 8298**; and

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

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

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

1.1. The Consultant shall supply staffing services for substitute teachers and paraprofessionals and be responsible for their employment, management, training, and related support. Contract services shall include, but not limited to, training, employment, timely payment to employees, tax withholding, worker's compensation, insurance and oversight for of the staff as further detailed and described in **Attachment A** and are hereby incorporated into and made material

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

1.1.1. Addendums to **RFP No. 8298**, dated November 26, 2024, consisting of (3) page(s), attached hereto;
1.1.2. **RFP No. 8298**, consisting of (112) page(s), attached hereto;
1.1.3. Consultant's Cost Proposal, dated January 27, 2025, consisting of (15) page(s), attached hereto;
1.1.4. Consultant's Response to **RFP No. 8298**, dated December 16, 2024, consisting of (124) page(s), attached hereto;
1.1.5. Any and all Amendment(s) and Change Orders, issued by the City after execution of Contract, incorporated herein by reference;
1.1.6. City Contract Compliance Documents, incorporated herein by reference;
1.1.7. Certificates of Insurance, incorporated herein by reference;
1.1.8. Licenses, incorporated herein by reference;
1.1.9. All applicable Federal, State, and local statutes, regulations charter and ordinances, incorporated herein by reference.

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

1.2.1 All applicable Federal, State, and local statutes, regulations charter and ordinances
1.2.2 Any Addendums to **RFP No. 8298**
1.2.3 This Contract
1.2.4 Consultant's Price Proposal
1.2.5 RFP No. 8298
1.2.6 Consultant's Response to **RFP No. 8298**

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

2.1. Representations Regarding Personnel. The Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship

with the City, unless use of City employees or of personnel having a contractual relationship with the City is approved by the City in writing. As set forth above, all the services required hereunder shall be performed by the Consultant under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

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

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

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

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

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

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

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

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

3.4. Publicity. Consultant agrees not to deliberately disclose the fact that the City has entered into or terminated this Contract or disclose any of the terms of the Contract or use the City's name in connection with any publicity, unless the City gives prior

written consent to such use of the City's name in each instance.

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

3.6. Consultant's Employees. The Consultant shall at all times enforce strict discipline and good order among its employees, and shall not employ any unfit person or anyone not skilled in the work assigned. The Consultant shall be responsible for direct clinical supervision of any Athletic Trainer provided to the City.

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

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

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

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

3.7.4 it was responsible for specifying any changes and disclosing any new

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

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

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

3.7.7 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 Work.

3.8. Reporting Requirement. The Consultant shall deliver periodic, written reports to the City's Using Agency setting forth **(i)** the issue date of the report, **(ii)** the time period covered by the report, **(iii)** a brief description of the work and services completed by the Consultant and/or delivered by the Consultant during the time period covered by the report, **(iv)** expressed as a percentage of the total work and services required under this Contract, the percentage of the total work represented by the work and services described in subsection iii above, **(v)** expressed as a percentage of this Contract's Section 6 total compensation, the percentage of the total compensation represented by the work and services described in subsection iii above, **(vi)** the Consultant's declaration as to whether the entirety of the Consultant's work and services required in this Contract will be, or will not be, completed within the Contract's Section 6 total compensation amount, and **(vii)** any and all additional useful and/or relevant information. The Consultant direct each Athletic Trainer to provide City staff with timely and complete reports, including nursing notes, as well as Medicaid documentation in a form and manner acceptable to the City. Each report shall be signed by an authorized official of the Consultant.

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

3.9. Confidentiality/FERPA. Consultant 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. Consultant shall further ensure that its employees, agents, or anyone performing work on their behalf under the terms of this Agreement 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.

3.9.1 Any and all materials contained in City of Waterbury student files that are entrusted to Consultant or gathered by the Consultant 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 Consultant shall be used solely for the purposes of providing services under this Agreement.

3.9.2 Consultant acknowledges that in the course of providing services under this Agreement, 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). Consultant and City shall comply with the requirements of said statute and regulations, as amended from time to time and Consultant agrees to use information obtained from the City or student education records only for the purposes provided in this Agreement. Without the prior written consent of the student's parent or guardian, as required by FERPA, Consultant has no authority to make disclosures of any information from education records. Consultant shall instruct its employees of their obligations to comply with FERPA.

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

5. Contract Time. The Agreement shall be for a period of three (3) years, to commence November 1, 2025 and shall terminate June 30, 2028 ("Initial Term").

5.1. Option Periods. The City shall have the option, in its sole discretion, to extend this Contract for up to two (2) additional one (1) year terms:

5.1.1 Option Period 1: July 1, 2028 – June 30, 2029
5.1.2 Option Period 2: July 1, 2029 – June 30, 2030

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

6. Compensation. The City shall compensate the Consultant for satisfactory provision of all of the goods and services set forth in this Contract as follows in this Section 6 and as further described in the Consultant's Proposal, included in Attachment A.

6.1. Fee Schedule. The fee payable to the Consultant shall not exceed **FOUR MILLION TWO HUNDRED DOLLARS AND 00/100 CENTS ($4,200,000.00)** per each year of the Contract, and shall be in accordance with Consultant's Proposal, dated January 27, 2025, for a total amount not to exceed **TWELVE MILLION SIX HUNDRED DOLLARS AND 00/100 CENTS ($12,600,000.00)** for the initial term of this Agreement.

6.1.1. Payment for Year 1
In an amount not to exceed
Four Million Two Hundred Dollars.....$4,200,000.00

6.1.2 Payment for Year 2
In an amount not to exceed
Four Million Two Hundred Dollars.....$4,200,000.00

6.1.3. Payment for Year 3
In an amount not to exceed
Four Million Two Hundred Dollars.....$4,200,000.00

6.1.3. Payment for Option Period 1
In an amount not to exceed
Four Million Two Hundred Dollars.....$4,200,000.00

6.1.3. Payment for Option Period 2
In an amount not to exceed
Four Million Two Hundred Dollars.....$4,200,000.00

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

6.2.1 The Consultant and its affiliates are hereby provided with notice that the City reserves the right, in the City's sole discretion, to offset, withhold, or otherwise reduce City payment(s) to the Consultant in an amount equaling the sum or sums of money the Consultant and/or its affiliates is/are, or becomes delinquent or in arrears on, regarding the Consultant's and/or its affiliate's real

and personal tax obligations to the City.

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

6.4. Proposal Costs. All costs of the Consultant in preparing its proposal for **RFP No. 8298** shall be solely borne by the Consultant and are not included in the compensation to be paid by the City to the Consultant under this Contract or any other Contract.

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

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

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

8. Indemnification.

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

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

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

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

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

8.6. In the event this Contract and/or the 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 Consultant shall indemnify, defend and hold harmless the City from any fine, penalty or other amounts imposed on the City under said statutes, regulations, Charter or Ordinances, if caused by Consultant, or its subcontractor, omission or commission..

9. Consultant's Insurance.

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

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

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

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

9.4.1 General Liability Insurance:
$1,000,000.00 per Occurrence
$2,000,000.00 Aggregate
$2,000,000.00 Products Completed Operations Aggregate
Providing coverage to protect the City for all damages arising out of bodily injuries, sickness to or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.

9.4.2 Automobile Liability Insurance:

$1,000,000.00 Combined Single Limit (CSL)
Any auto, all owned and Hired Autos

9.4.3 Workers' Compensation: Statutory Limits within the State of Connecticut:
Employers' Liability ("EL"):
$1,000,000.00 EL Each Accident
$1,000,000.00 EL Disease Each Employee
$1,000,000.00 EL Disease Policy Limit

9.4.4 Excess/Umbrella Liability:
$1,000,000.00 each Occurrence
$1,000,000.00 Aggregate

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

9.4.6 Abuse Molestation Liability Insurance:
$1,000,000.00 each Occurrence
$1,000,000.00 Aggregate
(Applicable to Contractors working directly with youth/minors)

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

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

9.7. Certificates of Insurance: The Consultant's General, Automobile and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City and The Board of Education as an additional insured and provide a waiver of subrogation on all lines of coverage except Professional Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Consultant's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. At the time the Consultant executes this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: "**The City of Waterbury and its Board of Education are listed as Additional Insured on a primary and non-contributory bases on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Professional Liability.**" The City's request for proposal number must be shown on the certificate of

insurance. The Consultant must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

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

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

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

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

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

10.3.1 The Consultant is aware of the provisions of Title 31, §53 of the

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

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

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

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

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

12. Intentionally Omitted.

13. Termination.

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

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

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

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

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

not authorized or not made available pursuant to law, or such funding has been reduced pursuant to law.

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

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

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

13.4. Rights Upon Cancellation or Termination.

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

13.4.2 Termination for Lack of Funding or Convenience. In the event of termination of this Contract by the City for lack of funding or convenience, the City shall pay the Consultant for all documents, data, studies, reports, specifications, deliverables, etc. (including any holdbacks), installed and

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

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

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

13.4.5 Delivery of Documents. In the event of termination of this Contract, **(i)** the Consultant shall promptly deliver to the City, in a manner reasonably specified by the City, all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. and other tangible items furnished by, or owned, leased, or licensed by, the City, and **(ii)** the City shall pay the Consultant for all services performed and deliverables completed and accepted (pro-rated for deliverables partially completed) prior to the effective date of the termination (except to the extent any invoice amount is disputed).

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

15. Force Majeure. Neither the Contractor nor the City shall be held responsible for delays

or be considered to be in breach of this Contract or be subject to liquidated damages when their respective obligations under this Contract are caused by conditions beyond their control, including without limitation:

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

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

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

15.4. strikes and labor disputes; and

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

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

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

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

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

18. Audit. The City reserves the right to audit the Consultant's books of account in relation to this Contract any time during the period of this Contract or at any time during the

twelve month period immediately following the closing or termination of this Contract. In the event the City elects to make such an audit, the Consultant shall immediately make available to the City all records pertaining to this Contract, including, but not limited to, payroll records, bank statements and canceled checks.

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

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

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

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

23. Severability. Whenever possible, each provision of this Contract shall be interpreted

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

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

25. Contract Change Orders.

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

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

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

25.1.3 the Final Completion Date has not been changed.

25.2. Notwithstanding the foregoing subsection A, a Change Order shall not include:
25.2.1 an upward adjustment to a Consultant's payment claim, or

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

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

Section 38.073 of the City's "Centralized Procurement System" ordinance.

26. Conflicts or Disputes. This Contract represents the full and complete concurrence between the City and the Consultant and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are (i) the City's aforementioned **RFP No. 8298** and (ii) the Consultant's proposal responding to the aforementioned **RFP No. 8298.**

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

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

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

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

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

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

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

Consultant:	ESS Northeast, LLC 3 Executive Campus Suite 430 Cherry Hill, NJ 08002
City:	The City of Waterbury Special Education Department 236 Grand Street Waterbury, CT 06702
With a copy to:	Office of the Corporation Counsel City Hall Building 235 Grand Street, 3rd Floor Waterbury, CT 06702

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

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

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

32.3. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for any payment, Gratuity, or offer of employment to be

made as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime Consultant or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.

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

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

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

32.7. The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has **(i)** delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owned to the City; **(ii)** filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; **(iii)** delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and **(iv)** filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 32.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

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

32.9. The Consultant is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, all relevant provisions of the City's Charter

and all relevant provisions of the City's Code of Ordinances, including without limitation Chapters 93, titled "Discriminatory Practices", Chapter 38 titled "Centralized Procurement System", and Chapter 39 titled "Ethics and Conflict of Interest", of said Code as may be amended from time to time.

32.10. The Consultant hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet 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 38, click on "Title III: Administration", then click on "Chapter 38: Centralized Procurement System". For Chapter 39, click on "Title III: Administration", then click on "Chapter 39: Ethics And Conflicts of Interest"]

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

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

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

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

32.15. FREEDOM OF INFORMATION ACT NOTICE. Pursuant to State statute, in the event the total compensation payable to the Consultant set forth in Section 6 herein is greater than $2,500,000.00, the City is entitled to receive a copy of any and all Consultant records and files related to the performance of this Contract and those records

and files are subject to the Freedom of Information Act ("FOIA") and may be disclosed by the City pursuant to FOIA.

(Remainder of the Page Intentionally Blank; Signature Page to Follow)

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

WITNESSES:

Sign:_____
Print name:

Sign:_____
Print name:

CITY OF WATERBURY

By:_____
Paul K. Pernerewski, Jr., Mayor

Date: _____

WITNESSES:

Sign:_____
Print name: Jeffrey F. Belz

Sign:_____
Print name: Athena Workman

CONSULTANT

By:_____
Stephen Gritzuk, COO

Date: 6/24/25

ATTACHMENT A

1.1.1. Addendums to **RFP No. 8298**, dated November 26, 2024, consisting of (3) page(s), attached hereto;

1.1.2. **RFP No. 8298**, consisting of (112) page(s), attached hereto;

1.1.3. Consultant's Cost Proposal, dated January 27, 2025, consisting of (15) page(s), attached hereto;

1.1.4. Consultant's Response to **RFP No. 8298**, dated December 16, 2024, consisting of (124) page(s), attached hereto;

1.1.5. Any and all Amendment(s) and Change Orders, issued by the City after execution of Contract, incorporated herein by reference;

1.1.6. City Contract Compliance Documents, incorporated herein by reference;

1.1.7. Certificates of Insurance, incorporated herein by reference;

1.1.8. Licenses, incorporated herein by reference;

1.1.9. All applicable Federal, State, and local statutes, regulations charter and ordinances, incorporated herein by reference.

WATERBURY
PUBLIC SCHOOLS

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

#13

EXECUTIVE SUMMARY

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

FROM: Nicholas J. Albini, Chief Operating Officer

DATE: July 15, 2025

SUBJECT: Amendment #1 to the Contract with Ambassador Wheelchair Services, Inc. to provide Bus Transportation for Medically Fragile Students and/or Students with Disabilities and/or McKinney-Vento Students for Waterbury Public Schools

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The Waterbury Education Department respectfully requests your approval of Amendment #1 to the contract with Ambassador Wheelchair Services, Incorporated (Ambassador) providing Bus Transportation for Medically Fragile Students and/or Students with Disabilities and/or McKinney-Vento Students for Waterbury Public Schools. The original Professional Services Agreement with Ambassador totals a not to exceed amount of $2,025,000 which began on September 1, 2022 and expires on August 31, 2025. This contract was initiated under the Request for Proposal process (RFP #7255). The project's funding source is the Education General Fund and Title I Grants.

For Amendment #1, in order to get all Education Department bus service contracts (regular, special education and medically fragile) on the same bidding cycle in anticipation of lowering costs, we respectfully request to extend Ambassador's current contract for one year to August 31, 2026. The Education Department and Ambassador negotiated a 3% increase from September 1, 2025 through August 31, 2026 increasing the contract by $721,000 making the total contract amount $2,746,000. All other contract terms remain unchanged.

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.

cc: Jeffrey Hunter, Doreen Biolo, File

AMENDMENT NO. 1
TO
AGREEMENT
BETWEEN
THE CITY OF WATERBURY, CONNECTICUT
AND
AMBASSADOR WHEELCHAIR SERVICES, INC.

THIS FIRST AMENDMENT ("Amendment No. 1"), 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 **AMBASSADOR WHEELCHAIR SERVICES, INC.**, (the "Contractor") located at 5 Glastonbury Avenue in Rocky Hill, Connecticut, a State of Connecticut duly registered domestic corporation (Jointly referred to as the "Parties" to this Agreement).

WHEREAS, the parties hereto executed an Agreement on July 22, 2022, (the "Agreement"), for Transportation Services for Medically Fragile Students and/or Students with Disabilities and/or McKinney-Vento Eligible Students for Waterbury Public Schools (the "Project"); and

WHEREAS, the term of the Agreement commenced on September 1, 2022, with a termination date of August 31, 2025; and

WHEREAS, in accordance with Section 21 of the Agreement, the parties agree to amend the Agreement to extend the Contract Time for one (1) year with a termination date of August 31, 2026, and provide additional compensation for that year, in the amount of $721,000.00.

NOW THEREFORE, the City and Contractor hereby agree and covenant to amend the Agreement to as follows:

1. **Contract Time**. Section 5 of the Agreement is deleted and replaced with the following text:

"**5. Contract Time.** The Contractor shall commence all work and services required under this Contract on September 1, 2022, and shall complete all work and services required under this Contract on August 31, 2026. ("Contract Time")."

2. **Fee Schedule.** Section 6.1 of the Agreement is deleted and replaced with the following text:

> "**6.1. Fee Schedule.** The fee payable to the Contractor shall not exceed **Two Million, Seven Hundred Forty Six Thousand Dollars ($2,746,000.00)** for the entire four-year Contract Time and shall be in accordance with Contractor's proposal, dated May 31, 2022, and the Contractor's proposal for School Year September 1, 2025 - August 31, 2026 as summarized below:

6.1.1 **School Year September 1, 2022 - August 31, 2023**: fee payable to the Contractor shall be in an amount not to exceed **Six Hundred Fifty Thousand Dollars ($650,000.00)** as set forth below:

a. In-District Pricing/Per Vehicle

1. Invalid Coach or Wheelchair Van, One Way	$40.00
2. Medical Livery, One Way	$35.00
3. Invalid Coach or Wheelchair Van, Round Trip	$120.00
4. Medical Livery, Round Trip	$70.00
5. per McKinney-Vento, One Way	$35.00
6. Per McKinney-Vento, Round Trip	$70.00

b. Out of District Pricing/Per Vehicle

1. Invalid Coach or Wheelchair Van, One Way	$100.00
2. Medical Livery, One Way	$116.87
3. Invalid Coach or Wheelchair Van, Round Trip	$200.00
4. Medical Livery, Round Trip	$233.75
5. Per McKinney-Vento, One Way	$116.87
6. Per McKinney-Vento, Round Trip	$233.75

6.1.2 **School Year September 1, 2023 - August 31, 2024**: fee payable to the Contractor shall be in an amount not to exceed **Six Hundred Seventy Five Thousand Dollars ($675,000.00)** as set forth below:

a. In-District Pricing/Per Vehicle

1. Invalid Coach or Wheelchair Van, One Way	$41.60
2. Medical Livery, One Way	$36.40
3. Invalid Coach or Wheelchair Van, Round Trip	$124.80
4. Medical Livery, Round Trip	$72.80
5. Per McKinney-Vento, One Way	$36.40
6. Per McKinney-Vento, Round Trip	$72.80

b. Out of District Pricing/Per Vehicle

1. Invalid Coach or Wheelchair Van, One Way	$104.00
2. Medical Livery, One Way	$121.54
3. Invalid Coach or Wheelchair Van, Round Trip	$208.00
4. Medical Livery, Round Trip	$243.10
5. Per McKinney-Vento, One Way	$121.54
6. Per McKinney-Vento, Round Trip	$243.10

6.1.3 **School Year September 1, 2024 - August 31, 2025**: fee payable to the Contractor shall be in an amount not to exceed **Seven Hundred Thousand Dollars ($700,000.00)** as set forth below:

a. In-District Pricing/Per Vehicle

1. Invalid Coach or Wheelchair Van, One Way	$43.64

2. Medical Livery, One Way	$37.85
3. Invalid Coach or Wheelchair Van, Round Trip	$129.79
4. Medical Livery, Round Trip	$75.71
5. Per McKinney-Vento, One Way	$37.85
6. Per McKinney-Vento, Round Trip	$75.71

b. Out of District Pricing/Per Vehicle

1. Invalid Coach or Wheelchair Van, One Way	$108.16
2. Medical Livery, One Way	$126.40
3. Invalid Coach or Wheelchair Van, Round Trip	$216.32
4. Medical Livery, Round Trip	$252.82
5. Per McKinney-Vento, One Way	$126.40
6. Per McKinney-Vento, Round Trip	$252.82

6.1.4 School Year September 1, 2025 - August 31, 2026: fee payable to the Contractor shall be in an amount not to exceed **Seven Hundred Twenty One Thousand Dollars ($721,000.00)** as set forth below:

a. In-District Pricing/Per Vehicle

1. Invalid Coach or Wheelchair Van, One Way	$44.95
2. Medical Livery, One Way	$38.99
3. Invalid Coach or Wheelchair Van, Round Trip	$133.69
4. Medical Livery, Round Trip	$77.99
5. Per McKinney-Vento, One Way	$38.99
6. Per McKinney-Vento, Round Trip	$77.99

b. Out of District Pricing/Per Vehicle

1. Invalid Coach or Wheelchair Van, One Way	$111.41
2. Medical Livery, One Way	$130.20
3. Invalid Coach or Wheelchair Van, Round Trip	$222.81
4. Medical Livery, Round Trip	$260.41
5. Per McKinney-Vento, One Way	$130.20
6. Per McKinney-Vento, Round Trip	$260.41"

3. Except as expressly modified herein, all other terms, conditions and provisions of the Agreement, which are not inconsistent with this Amendment No. 1 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. 1 on the dates signed below.

WITNESSES:

_____

_____

CITY OF WATERBURY

By: _____
Paul K. Pernerewski, Jr., Mayor

Date: _____

WITNESSES:

Joseph Pesce

Carol A. Thompson

AMBASSADOR WHEELCHAIR SERVICES, INC.

By: Sal Marotta

Sal Marotta

Its: Treasurer/ Secretary

Date: 7/14/2025

CORPORATE RESOLUTION

I, Rosario Fazzina, hereby certify that I am the duly elected and acting Secretary of Ambassador WheeChair Services, Inc, a corporation organized and existing under the laws of the State of CT, 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 14 day of July 2025.

"It is hereby resolved that Sal Marotta 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 Ambassador WheeChair Services, Inc corporation this 14 day of July, 2025.

Rosario Fazzina
Secretary

#14

WATERBURY
PUBLIC SCHOOLS

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

EXECUTIVE SUMMARY

DATE: July 31, 2025

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

FROM: Nicholas J. Albini, Chief Operating Officer

RE: Amendment #1 to the Contract for RFP #7211 Architectural and Engineering Design Services with Friar Architecture, Incorporated for Elevator Additions at Driggs, Tinker, Generali and Wilson

---

The Education Department respectfully requests your review and approval of the first amendment to the architectural and engineering design services contract for elevator additions at Driggs, Tinker, Generali and Wilson Elementary Schools. The original contract is in the amount of $319,000 and funded through the Capital budget. The contract was initiated under the Request for Proposal process (RFP#7211). The project services include project administration and management, pre-design, site development, mechanical, electrical and civil design, materials research, bidding services and selective demolition services. The original final contract completion date is August 31, 2025.

As of today, the Architectural and Engineering Design Services for the Driggs and Wilson elevator additions have been completed satisfactorily. For Amendment #1, Friar Architecture has agreed to hold the price of $79,750 an elevator ($159,500 total) and extend the contract completion date until August 31, 2030 to complete the contract services for the Tinker and Generali elevators. The construction cost of the Generali and Tinker elevator additions are being budgeted in the Education Department's General Fund over the next five years. We are respectfully requesting to extend Friar's existing contract until August 31, 2030.

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

c: Doreen Biolo, Mikal Konopka, File

Amendment 1

to

RFP No. 7211

For

Architectural / Engineering Design Services For School Elevator Additions At Driggs Elementary School, B.W. Tinker Elementary School, Margaret M. Generali Elementary School, And Wilson Elementary

between

The City of Waterbury, Connecticut

and

Friar Architecture Inc.

THIS AMENDMENT 1, effective on the date signed by the Mayor, is by and between the City of Waterbury, 235 Grand Street, Waterbury, Connecticut ("City") and FRIAR ARCHITECTURE INC., located at 21 Talcott Notch Road, Farmington, Connecticut, a State of Connecticut duly registered corporation (the "Contractor").

WHEREAS, the parties hereto entered into a Professional Services Agreement for architectural / engineering design services for elevator additions at Driggs Elementary School, B.W. Tinker Elementary School, Margaret M. Generali Elementary School, and Wilson Elementary School, executed by the Mayor of the City of Waterbury on November 7, 2023 (“Agreement”); and

WHEREAS, the parties wish to amend said Agreement in order to extend the term of the Agreement to August 31, 2030, and in order to modify the terms of payment, as set forth herein.

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

1. Section 5 “Contract Time” shall be amended as follows:

5. Contract Time. The term of this Contract shall commence upon execution of this Agreement by the Mayor of the City of Waterbury, pending all necessary approvals, and terminate August 31, 2030 upon completion of the contracted services and work, unless sooner terminated as provided by this agreement ("Contract Time").

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

the City has not set or agreed to a timetable for the project work at the Tinker or Margaret Generali Schools. This clause shall not be applicable to project work of those sites until a written schedule establishing such dates is mutually agreed to by the Parties. The Contractor shall be subject to City imposed fines and/or penalties in the event the Contractor breaches the foregoing dates.

August 31, 2030

2. Section 6 "Compensation" shall be amended as follows:

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.

Compensation for the Contractor's services shall not exceed Three Hundred Nineteen Thousand dollars ($319,000.00), as follows:

Driggs Elementary School:	$79,750.00
Tinker Elementary School:	$79,750.00
Margaret M. Generali Elementary School:	$79,750.00
Wilson Elementary School:	$79,750.00
Total:	$319,000.00

At the time of execution of this Amendment the City has paid $49,500 on PO222318 for preliminary work on the project. Said payment is prorated and equally allocated to each of the four (4) schools reducing the per school balance due to $67,375.

The compensation shall be paid in conformity with the Friar Architecture Inc. Cost Proposal dated May 12, 2022, which is set forth in Attachment A of this Contract. Said Proposal is hereby made part of Section 6 of this Agreement as if fully set forth herein.

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

6.1.1 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 becomes delinquent or in arrears on, regarding the Contractor's and/or its affiliate's real and personal tax obligations to the City.

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

6.4. Proposal Costs. All costs of the Contractor in preparing its proposal for RFP No. 7211 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 Contract.

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

3. All other terms, conditions and provisions of the Agreement dated November 7, 2023 remain in full force and effect and binding upon the parties.

(The next page is the signature page)

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

WITNESSES: **CITY OF WATERBURY**

Sign:_____ By:_____

Print name: Paul K. Pernerewski, Jr., Mayor

Sign:_____ Date:_____

Print name:

WITNESSES: **FRIAR ARCHITECTURE INC.**

Sign:_____ By:_____

Print name:

Its:_____

Sign:_____ Date:_____

Print name:

#15a - 15h

City of Waterbury

Engineering Department

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

Memorandum

To: Board of Aldermen

From: Salvatore D. Porzio, Project Manager, Engineering Department

Date: July 29, 2025

Re: **Approval Request / Executive Summary** – Professional Services Agreement [RFQ No. 8132] for Engineering On-Call Services 2025 Through 2027 between The City of Waterbury, Connecticut and AI Engineers, Inc.

The Engineering Department, in conjunction with the Public Works Department and Education Department, respectfully request your approval of the above-referenced agreement for On-Call Professional Services between the City of Waterbury and AI Engineers, Inc. (the "Consultant").

As you may be aware, under RFQ No. 8132, the City solicited for various Engineering On-Call Services and the Section Committee, consisting of me, as Chairmen; Roy E. Cavanaugh, City Engineer; Denis Cuevas, Jacobs Business Manager, and Maureen McCauley, Assistant Director of Purchasing, selected the Consultant to provided various services, by discipline, to the City. (FYI: Please see Section 1.3 of the attached agreement for the specific services the Consultant has been deemed qualified to perform.)

And please be advised that this agreement is for services such as construction administration and resident engineer inspection services, rather than for engineering/design services (which, generally, are the services to be provided under the initial round of on-call agreements approved by your Board earlier this year).

All services requested under this agreement will be authorized through Task Orders and Purchase Orders following the rates and fees set forth in the Consultant's Cost Information Schedule Packet, which has been incorporated into the agreement as part of Attachment A (see attached agreement). Each Task Order will set out, on a project by process basis, the desired scope of work, monetary terms and time of performance for such work, plus all other pertinent project specific information.

The term of the agreement will run from the date of execution by the Mayor through December 31, 2027, and as an On-Call Agreement, there is no cost to the City associated with entering into the agreement. Costs will be as identified in any issued Task Orders and Purchase Orders in accordance with the On-Call Agreement.

Accordingly, attached please find for your review and consideration copies of the proposed Agreement (with all Attachment A documents to date).

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

Thank you.

SDP/sdp
Attachment

cc: Attorney Lynn McHale, via email, w/o attachment.
Selection Committee Members, via email, w/o attachment.
David B. Simpson, Director of Public Works, via email, w/o attachment.
Carrie Swain, Clerk, Board of Education, via email, with attachment.
File C268

PROFESSIONAL SERVICES AGREEMENT
RFQ No. 8132
for
ENGINEERING ON-CALL SERVICES
2025 THROUGH 2027
between
The City of Waterbury, Connecticut
and
AI ENGINEERS, INC.

THIS AGREEMENT, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut 06702 (the "City") and AI ENGINEERS, INC., located at 919 MIDDLE STREET, MIDDLETOWN, CT 06457, a State of Connecticut duly registered domestic corporation (the "Consultant").

WHEREAS, the Consultant submitted a proposal to the City responding to **RFQ No. 8132** for **ENGINEERING ON-CALL SERVICES 2025 THROUGH 2027**; and

WHEREAS, the City selected the Consultant to perform services regarding **RFQ No. 8132**; and

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

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

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

1.1. The Project consists of **ENGINEERING ON-CALL SERVICES 2025 THROUGH 2027** pertaining to services for which the Consultant has been deemed qualified by the City's Purchasing Director ("Qualified Engineering Services") as detailed and described in **Attachment A** and are hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Consultant as having been received, or are

otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

1.1.1 The City's **RFQ No**. **8132** for **ENGINEERING ON-CALL SERVICES 2025 THROUGH 2027** (incorporated by reference);

1.1.2 **Addenda #1** to the City's **RFQ No. 8132**, dated October 23, 2024 and consisting of 8 pages (attached hereto);

1.1.3 The Consultant's Qualifications submitted in response to the City's **RFQ No. 8132**, dated November 1, 2024 and consisting of 129 pages (incorporated by reference), and the Consultant's completed ATTACHMENT E – COST INFORMATION SCHEDULE (6 page "Cost Information Schedule Packet") (attached hereto);

1.1.4 Consultant's Certificate(s) of Insurance (attached hereto);

1.1.5 All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference);

1.1.6 All permits and licenses (incorporated by reference); and

1.1.7 Any and all amendment(s) and Change Orders issued by the City after execution of Agreement (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 Consultant. In the event that any provision in the Contract Documents conflict with any other provision therein, the provision in the component part of the Contract Document first enumerated below shall govern over any other component part which follows it numerically:

1.2.1 Federal, State, and local laws, regulations, charter and ordinances

1.2.2 Contract Amendment(s) and Change Orders

1.2.3 Contract

1.2.4 Consultant's response to the City's **RFQ No. 8132**, dated November 1, 2024 and consisting of 129 pages, and Consultant's Cost Information Schedule, consisting of 6 pages

1.2.5 RFQ Addenda

1.2.6 RFQ Documents not included in 1.2.1-1.2.5

1.3 Task Order Development. The parties hereto agree that the City, through its Using Agency (i.e., City Department or Waterbury Development Corporation), may request from the Consultant at any time during the term of this Agreement a proposal to perform services pertaining to **Qualified Engineering Services** that shall be completed within the Contract Time of this Agreement and as further provided in the applicable Task Order(s) and agreed to by the Consultant. The Consultant's **Qualified Engineering Services** are:

- Construction Administration
- Construction or Resident Engineering Inspection Services
- Water Pollution Control Facility Construction Administration Services
- Water Pollution Control Facility Resident Engineer and Inspection Services
- Sanitary Sewer Collection System Construction Administration Services
- Sanitary Sewer Pump Station Construction Administration Services
- Sanitary Sewer Collection System Resident Engineer & Inspection Services
- Sanitary Sewer Pump Station Resident Engineer & Inspection Services
- Water Pump Station Inspection Services
- Water Main Inspection Services
- Water Storage Tank Inspection Services

The Consultant shall prepare for the Using Agency's review, comment and approval a Task Order that:

1.3.1 assigns a Task Order number;

1.3.2 provides a general description of the Task Order project;

1.3.3 provides the time by which all work under the Task Order shall be completed;

1.3.4 proposes a not to exceed cost to perform all work under the Task Order with compensation being based upon the hourly rates provided in the Consultant's response to the City's **RFP No. 8132** and paid on a time and materials basis;

1.3.5 provides a spreadsheet of the Consultant's proposed level of effort for the Task Order work that includes staff positions and man-hours budgeted for each subtask within the Task Order;

1.3.6 addresses any comments provided by the Using Agency;

1.4 The parties hereto agree that no work shall commence under a Task Order until and unless it has been fully executed by the Consultant (through its Project Manager) and by the City (through the Department Head of the Using Agency) and a City Purchase Order for said work has been issued.

1.5 Task Order Process. The parties hereto agree that for all Task Orders approved in writing by the City's Using Agency:

1.5.1 The Using Agency shall process a requisition with the City's Finance Department for each specific Task Order;

1.5.2 The Using Agency shall not issue a Notice to Proceed with the Task Order work to the Consultant until and unless the City issues a Purchase Order for such work; and

1.5.3 The Consultant shall provide invoices to the Using Agency on a monthly basis for services rendered under each Task Order during the period in question and shall include therewith a narrative detailing the services rendered during the period in question and any further information requested by the Using Agency.

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

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

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

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

3.1. Use of City Property. To the extent the Consultant is required to be on City property to render its services hereunder, the Consultant shall have access to such areas of City property as the City and the Consultant agree are necessary for the performance of

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

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

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

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

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

3.6. Consultant's Employees. The Consultant shall at all times enforce strict discipline

and good order among its employees, and shall not employ any unfit person or anyone not skilled in the work assigned.

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

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

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

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

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

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

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

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

of the Work.

3.8. Reporting Requirement. Unless the applicable Task Order(s) provide otherwise, the Consultant shall deliver (at a minimum) weekly written Task Order updates in a form and with detail acceptable to the Using Agency and shall deliver monthly written reports to the City's Using Agency setting forth **(i)** the issue date of the report, **(ii)** the time period covered by the report, **(iii)** a brief description of the work and services completed by the Consultant and/or delivered by the Consultant during the time period covered by the report, **(iv)** expressed as a percentage of the total work and services required under this contract, the percentage of the total work represented by the work and services described in subsection iii above, **(v)** expressed as a percentage of this contract's Section 6 total compensation, the percentage of the total compensation represented by the work and services described in subsection iii above, **(vi)** the Consultant's declaration as to whether the entirety of the Consultant's work and services required in this contract will be, or will not be, completed within the Contract's Section 6 total compensation amount, and **(vii)** any and all additional useful and/or relevant information. Each report shall be signed by a Consultant representative acceptable to the City's Using Agency.

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

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

3.10. Criminal Background Check and DCF Registry Check. The Consultant shall comply with the requirements of C.G.S. 10-222 c (g) and shall ensure, and represents to the City, that any employee who will be on school grounds/Department of Education Property/at Department of Education events and/or where City students 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 Consultant shall further ensure, and represents to the City that any person who will have direct contact with a student has submitted to a records check of the Department of Children and Families Child Abuse and Neglect Registry established pursuant to Conn. Gen. Stat. §17a-101k, as well as State and National criminal history records checks conducted in accordance with

Conn. Gen. Stat. §29-17a, the Federal National Child Protection Act of 1993, and the Federal Volunteers for Children Act of 1998. The Consultant shall not permit any person with a disqualifying criminal history to have contact with a student. The Consultant agrees that "direct contact" shall include the Consultant and its employees providing services under this Contract if said services are performed on school grounds/Department of Education Property/at Department of Education events and/or where City students are present.

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

5. Contract Time. The Consultant shall complete all work and services required under this Contract by **December 31, 2027** and in accordance with all Project Phase Completion Dates, Project Milestones, and Substantial and Final Completion Dates identified in fully executed Task Orders under this Contract ("Contract Time").

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

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

6.1. Fee Schedule. The fee payable to the Consultant shall be in accordance with the Consultant's response to **RFQ No. 8132**, dated November 1, 2024, Consultant's Cost Information Schedule Packet and all applicable fully executed Task Orders and Purchase Orders.

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

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

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

6.4. Response Costs. All costs of the Consultant in preparing its Response to **RFQ No. 8132** shall be solely borne by the Consultant and are not included in the compensation to be paid by the City to the Consultant under this Contract or any other Contract.

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

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

7. Passing of Title and Risk of Loss. Title to each item of equipment, material, reports, plans, specifications, supplies, services, etc. required to be delivered to the City hereunder shall pass to City upon City payment to the Consultant for that item. Consultant and its insurer shall

assume the risk of loss or damage up to and including the date title passes, except that City shall be responsible for loss or damage caused by City's negligence.

8. Indemnification.

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

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

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

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

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

to any award made thereunder.

8.6. In the event this Contract and/or the 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 Consultant shall indemnify, defend and hold harmless the City from any fine, penalty or other amounts imposed on the City under said statutes, regulations, Charter or Ordinances, if caused by Consultant, or its subcontractor, omission or commission..

9. Consultant's Insurance.

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

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

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

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

9.4.1 General Liability Insurance:

$1,000,000.00 Each Occurrence
$2,000,000.00 General Aggregate
$2,000,000.00 Products/Completed Operations Aggregate

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

9.4.2 Automobile Liability Insurance:

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

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

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

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

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

9.4.4 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, Professional Liability and Workers Compensation insurances

9.4.5 Professional Liability/E&O Insurance:

$1,000,000.00 Each Wrongful Act
$1,000,000.00 Aggregate
Professional liability (also known as, errors and omissions) insurance providing coverage to the Consultant.

Additionally, for services that may involve Contaminated and/or Hazardous Substances, the Consultant shall provide the following:

9.4.6 Contractor's Pollution Liability Insurance

$1,000,000.00 Each Occurrence/Claim
$1,000,000.00 Aggregate

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

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

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

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

9.8. 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.

9.9 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.

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

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

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

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

10.3.1 The Consultant is aware of the provisions of Title 31, §53 of the Connecticut General Statutes, latest revision (the "Act"), concerning the payment of minimum wages and other payments or contributions established by the State of Connecticut Labor Commissioner for work on public facilities. The provisions of the Act are incorporated by reference and made a part of this Contract. The Act provides that the Connecticut prevailing wage law applies to certain remodeling, refurbishing, alteration, repair and new construction. The wages paid on an hourly basis to any person performing the work of any mechanic,

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

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

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

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

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

12. 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 Consultant shall then be required to comply with the following (referred to as the "Section 3 clause"):

12.1. 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.

12.2. 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.

12.3. The Consultant agrees to send to each labor organization or representative of workers with which the Consultant has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Consultant'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.

12.4. The Consultant 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 Consultant will not subcontract with any subcontractor where the Consultant has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 135.

12.5. The Consultant will certify that any vacant employment positions, including training positions, that are filled (i) after the Consultant 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 Consultant’s obligations under 24 C.F.R. part 135.

12.6. 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.

12.7. 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).

13. Termination.

13.1. Termination of Contract for Cause. If, through any cause, in part or in full, not the fault of the Consultant, the Consultant shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract , the City shall thereupon have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) business days before the effective date of such termination.

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

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

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

13.3. Termination for Non-Appropriation or Lack of Funding. The Consultant acknowledges that the City is a municipal corporation and that this Contract is subject to the appropriation of funds by the City sufficient for this Contract for each budget year in which this Contract is in effect. The Consultant therefore agrees that the City shall have

the right to terminate this Contract in whole or in part without penalty in the event sufficient funds to provide for City payment(s) under this Contract is not appropriated, not authorized or not made available pursuant to law, or such funding has been reduced pursuant to law.

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

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

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

13.4. Rights Upon Cancellation or Termination.

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

13.4.2 Termination for Lack of Funding or Convenience. In the event of termination of this Contract by the City for lack of funding or convenience, the City shall pay the Consultant for all documents, data, studies, reports,

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

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

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

13.4.5 Delivery of Documents. In the event of termination of this Contract, **(i)** the Consultant shall promptly deliver to the City, in a manner reasonably specified by the City, all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. and other tangible items furnished by, or owned, leased, or licensed by, the City, and **(ii)** the City shall pay the Consultant for all services performed and deliverables completed and accepted (pro-rated for deliverables partially completed) prior to the effective date of the termination (except to the extent any invoice amount is disputed).

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

15. Force Majeure. Consultant 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:

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

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

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

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

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

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

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

19. Risk of Damage and Loss. The Consultant shall be solely responsible for causing the timely repair to and/or replacement of, City property or item(s) intended to become City property hereunder, where the need for repair or replacement was caused by the Consultant, by someone under the care and/or control of the Consultant, by any subcontractor of the Consultant, or by any

shipper or delivery service. The Consultant shall be solely responsible for all costs and expenses, including but not limited to shipping, delivery, insurance, etc. associated with the foregoing repair and replacement obligation. Further, the Consultant shall be solely responsible for securing the City's written acceptance of all completed repairs and replacements required hereunder. The City hereby retains sole discretion to determine whether a repair or a replacement is the proper remedy.

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

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

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

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

equity.

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

25. Contract Change Orders.

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

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

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

25.1.3 the Final Completion Date has not been changed.

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

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

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

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

26. Conflicts or Disputes. This Contract represents the full and complete concurrence between the City and the Consultant and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are **(i)** the City's aforementioned

RFP No. 8132 and **(ii)** the Consultant's proposal responding to the aforementioned **RFP No. 8132.**

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

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

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

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

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

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

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

Consultant: AI ENGINEERS, INC.
919 MIDDLE STREET
MIDDLETOWN, CT 06457

City: City of Waterbury
c/o _____
Waterbury, CT 0670__

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

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

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

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

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

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

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

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

32.7. The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has **(i)** delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owned to the City; **(ii)** filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; **(iii)** delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and **(iv)** filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 32.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

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

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

32.10. The Consultant hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has

familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet 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"].

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

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

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

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

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

(signature page follows)

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

WITNESSES:

Sign:_____
Print name:

Sign:_____
Print name:

CITY OF WATERBURY

By:_____
Paul K. Pernerewski, Jr.
Mayor

Date: _____

WITNESSES:

Sign:_____
Print name:

Sign:_____
Print name:

AI ENGINEERS, INC.

By:_____
Print name:
Its _____

Date: _____

ATTACHMENT A

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

1.1.1 The City's **RFQ No**. **8132** for **ENGINEERING ON-CALL SERVICES 2025 THROUGH 2027** (incorporated by reference);

1.1.2 **Addenda #1** to the City's **RFQ No. 8132**, dated October 23, 2024 and consisting of 8 pages (attached hereto);

1.1.3 The Consultant's Qualifications submitted in response to the City's **RFQ No. 8132**, dated November 1, 2024 and consisting of 129 pages (incorporated by reference), and the Consultant's completed ATTACHMENT E – COST INFORMATION SCHEDULE (6 page "Cost Information Schedule Packet") (attached hereto);

1.1.4 Consultant's Certificate(s) of Insurance (attached hereto);

1.1.5 All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference);

1.1.6 All permits and licenses (incorporated by reference); and

1.1.7 Any and all amendment(s) and Change Orders issued by the City after execution of Agreement (incorporated by reference).

MAURENN McCAULEY
ASSISTANT DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

October 23, 2024

RFQ 8132 Engineering On Call Services 2025-2027

Please Be Advised:

1. All Respondents are hereby notified that this Addendum No. 1 shall be part of the Contract Documents for the above referenced **RFQ #8132**.
2. This Addendum amends or supplements the RFP Documents. All provisions which are not so amended or supplemented remain in full force and effect.
3. Each Respondent shall be responsible for determining that it has received all Addenda issued and shall acknowledge receipt of all Addenda on the Addendum Acknowledgment Form (see Attachment C). Failure to do so may subject the Respondent to disqualification.

The RFQ Documents are hereby amended as follows:

Amendments to RFQ Documents:

1) Attachment D (Discipline List, BFO Information and MBE, DBE, WBE, SBE Status) – Delete Page 1 of 7 of Attachment D and replace with the attached "Attachment D, Page 1 of 7, Rev. - Addendum #1 – 10/23/2024."

2) Attachment E (Cost Information Schedule). Delete Page 1 of 6 of Attachment E and replace with the attached "Attachment E, Page 1 of 6, Rev. - Addendum #1 – 10/23/2024."

3) RFQ Subsection 2, Insurance Requirements, of Section B, Qualifications is deleted in its entirety and replaced by the one (1) page document attached hereto, entitled "**REQUEST FOR QUALIFICATIONS (RFQ # 8132) BY THE CITY OF WATERBURY FOR ENGINEERING ON-CALL SERVICES 2025 THROUGH 2027 Insurance Requirements.**"
Note: At time of contracting, the language in said attachment will be incorporated into the final Master Contracts.

4) Regarding information to be provided pursuant to RFQ Section H, Submittal Requirements & Required Format, any requests therein for information that is also required by SF330 need not be submitted, provided it is included in completed SF330 form.

235 GRAND STREET • WATERBURY, CONNECTICUT 06702 • PHONE: (203) 574-6749 • FAX: (203) 597-3437

<u>Clarifications</u>:

Notwithstanding statements to the contrary in the RFQ, one original (clearly identified as such) seven (7) paper copies of your firm's Response to RFQ are required. Qualifications submitted in response to this RFQ must include a letter of interest, together with general information on the firm and proposed sub consultants, the firm's brochure, current Federal Form SF330, experience of the firms, and resumes of key personnel as well as all other requested information / documentation, including Attachment D (Discipline List, BFO Information and MBE, DBE, WBE, SBE Status).

One original hard copy of Attachment E (Cost Information Schedule) shall be submitted in a separate, sealed envelope marked "Confidential: Attachment E (Cost Information Schedule).

Additionally, submit a portable memory device (flash drive) containing: a) Firm's Response to the RFQ (as one PDF) and b) a PDF of Firm's Attachment E (Cost Information Schedule).

Please refer to the questions and answers below.

Question: My company is very interested in participating as a Sub-Consultant. Where can I get the list of companies participating in this proposal?
Answer: No list exists, and thus, cannot be provided.

Question: Can the City clarify the scopes needed for Master Planning?
Answer:

1. Engage Stakeholders: Involve the community or relevant stakeholders to gather input and ensure their needs and aspirations are considered in the planning process. Experience in community outreach techniques and conducting successful Public Information Meetings and hearings.
2. Gather and Analyze Data: Collect data on current conditions, trends, and future projections. This could include demographic information, economic data, and environmental assessments.
3. Identify Goals and Objectives: Clearly define what City wants to achieve. This could be improving infrastructure, enhancing community services, neighborhood redevelopment or setting milestones. Planning can be for facilities, parks, sanitation, health initiatives, public buildings, transportation design, needs assessments, plans of conservation and development, etc…
4. Develop Strategies: Outline the steps needed to achieve City goals. This might include specific projects or phases, policy changes, or new initiatives.
5. Create an Implementation Plan: Detail how the strategies will be put into action, including timelines, responsible parties, and required resources.
6. Funding: Identify and assist or apply for funding using existing programs available.

7. Monitor and Adjust: Regularly review progress and make adjustments as needed to stay on track and address any emerging challenges.

Question: The City has requested a SF330 form for qualifications. A standard 330 form limits the submitter to only 10 projects. Would we be able to provide more than 10 projects for our firm in the SF330 format?
Answer: Yes – they should be applicable to the disciplines being submitted on (see additional related questions below).

Question: Under Section H, Submittal Requirements & Required Format, consultants are noted to provide seven (7) paper copies of our response. One needs to be clearly marked as an original. Is the original copy included in the seven (7) copies, or should we include the original and seven (7) copies in addition?
Answer: See "Amendments to RFQ Documents" above.

Question: Under section H. Submittal Requirements & Required Format, consultants are noted to provide seven (7) paper copies of our response. However, under no. 4, section H mentions including a USB drive in our submittal requirements. Is this USB drive specifically for the response to ' Cost Information Schedule/ Discipline List/BFO Information?
Answer: See "Amendments to RFQ Documents" above.

Question: For the separate Attachment submissions, do you expect 7 hard copies and 1 file uploaded to USB for strictly the Attachments? Or are the one (1) original, 7 paper copies including the full proposal, the attachments, and the USB? Please clarify the two separate submission processes.
Answer: See "Amendments to RFQ Documents" above.

Question: Under section H. Submittal Requirements & Required Format, Question 2, part b, Summary of Relevant Experience. We are requested to provide all our completed relevant projects that fall within the last five (5) years. Our office is one of many across the United States, specifically in the Northeast. Is this requesting projects only from our office in Connecticut office team or our company as a whole?
Answer: Provide at least 5 relevant projects. Your discretion whether or not projects are just from Connecticut office or from entire organization keeping in mind that the work will be done in the City and firm(s) selected to be based upon responsiveness.

Question: This solicitation is for On-Call Engineering but has a fee schedule that includes Architecture. Can an Architecture firm submit a fee schedule for Architectural Services only, without Engineering sub-contractors?
Answer: Yes.

Question: Please clarify that the submission for this On-Call includes one (1) full SF330 with all disciplines our firm is submitting under identified, rather than a categorical based submission.
Answer: One full SF 330.

Question: How many total projects is The City looking for? SF330 format calls for ten (10) total projects. Would this be ten (10) projects per discipline, or ten (10) projects total?
Answer: Can be up to ten per discipline submitted on.

Question: Given this RFQ was released on 10/8/2024, would it be possible to request an extension?
Answer: No; for various reasons, requests for extensions of time will not be considered.

Question: Attachment D, which lists the disciplines selected by the consultant, is to be included in a separate envelope. Since that attachment is to be opened after the QBS process, do we also identify our selected disciplines within the text of our submittal?
Answer: No need to identify selected disciplines within the text of our submittal. Attachment D shall not be submitted in the separate, sealed envelope. It shall now be submitted as part of the Firms response to the RFQ. (Only Attachment E [Cost Information Schedule] shall be submitted in a separate, sealed envelope marked "Confidential: Attachment E (Cost Information Schedule).

Question: During our review of the RFQ we noted that certain portions of the insurance requirements are not applicable to consulting services, including Builders Risk/Installation Floater Insurance and Contractor's Pollution Liability Insurance. Please let us know if these policies will be required as they are not traditionally held by consulting firms.
Answer:

Question: Relative to the City's standard agreement language, including Exhibits B1 and B2, would the City be amenable to negotiating mutually acceptable and insurable terms? Proposed modification would be provided as an appendix to the proposal response within the allowance noted in the exceptions and alternatives section of the RFQ.
Answer: Pursuant to Section H. Submittal Requirements & Required Format, Paragraph 6, Exceptions and Alternatives, Respondents may take exceptions to any requirement in the RFQ and/or offer alternatives to any provision thereof (including the attached City Contract form(s)); however, such exceptions or alternates cannot, in the sole discretion of the City, materially affect the substance of the RFQ or the provisions of the attached Contracts.

Further, the taking any exception or proposing any alternative is of not binding on the City, legally or otherwise, and in no way gives rise to any contractual relationship or rights, express or implied, between the City and the Respondent.

Lastly, while negotiations are permissible for contract provisions that are non-material in nature, please be advised that contract language pertaining to damages, insurance and/or indemnification is non-negotiable.

Thank you.

Maureen McCauley

Assistant Director of Purchasing – City of Waterbury

RFQ #8132 - ENGINEERING ON CALL SERVICES 2025 THROUGH 2027

ATTACHMENT D – DISCIPLINE LIST, BFO Information * And MBE, DBE, WBE, SBE STATUS**

NOTE: Attachment D shall be submitted as part of Firm's Repsonse to the RFQ. (Attachment D shall not be submitted in the separate, sealed envelope).

Submitted By: _____
(Print Firm Name)

Firm shall specify which disciplines they are submitting qualifications and provide BFO Information for each discipline selected.

* NOTE: If you have different BFO rates for various disciplines within your Firm, please provide this information, by discipline, where indicated below.

**NOTE: Provide MBE/DBE/WBE/SBE status and certification/documentation of same.

Additionally, on attached sheet(s), clearly identify any subconsultants/subcontractors, if known, and provided requested information.

Discipline	Check each discipline qualifications are being submitted	Indicate MBE, DBE, WBE, SBE Status and Ownership Percentage	BFO Information By Discipline (for 2025)	BFO Information By Discipline (for 2026)	BFO Information By Discipline (for 2027)
Roadway Engineering Design / Reconstruction	_____	_____	_____	_____	_____
Mechanical Engineering/Heating, Ventilation and Air Conditioning Engineering/Testing/ Adjusting/Balancing/Commissioning	_____	_____	_____	_____	_____
Electrical Engineering	_____	_____	_____	_____	_____

ATTACHMENT E – COST INFORMATION SCHEDULE

NOTE: An original hard copy of Attachment E shall be submitted in a separate, sealed envelope marked "Confidential: Cost Information Schedule."

Submitted By: _____
(Print Firm Name)

For Calendar Year(s): (check applicable*)

- ˇ 2025 – 2027, inclusive
- ˇ 2025
- ˇ 2026
- ˇ 2027

* Check applicable box(es) to indicate if providing cost information for entire 3-year initial Term, or for individual calendar years. If providing cost information for individual years, for each calendar year: a) make a copy of Attachment E, and b) check the appropriate box.

I. Respondents must provide pricing/rates in Attachment E for the services it seeks to provide under this RFQ.

Title/ Class	Job Description / Tasks	Straight Time	Overtime
Professional Engineer (Project) (Specialties include: civil, electrical, mechanical, structural, environmental, geotechnical, wastewater, landfill etc.).	Holds a bachelor's degree or higher in relevant engineering discipline. Licensed for this occupation by the CT Department of Consumer Protection. Designs and oversees construction of systems. Affixes professional engineer seal to documents when required. Specify minimum _____ years of experience and specialty.	$ _____	$ _____
Professional Engineer (Senior) (Specialties include: civil, electrical, mechanical, structural, environmental, geotechnical, wastewater, landfill etc.).	See Professional Engineer. Specify minimum _____ years of experience and specialty.	$ _____	$ _____

REQUEST FOR QUALIFICATIONS (RFQ # 8132)
BY
THE CITY OF WATERBURY
FOR
ENGINEERING ON-CALL SERVICES
2025 THROUGH 2027
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 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 coverage altered, 30 days written notice must be given to the City of Waterbury and the Waterbury Board of Education.

General Liability:	**$1,000,000 each Occurrence** **$2,000,000 General Aggregate** **$2,000,000 Products/ Completed Operations Aggregate**
Auto Liability:	**$1,000,000 Combined Single Limit each Accident** **Any Auto, All Owned and Hired Autos**
Workers Compensation:	**WC Statutory Limits** **Employer Liability (EL)** **$1,000,000 EL each Accident** **$1,000,000 EL Disease each Employee** **$1,000,000 EL Disease Policy Limits**
Excess/Umbrella Liability:	**$1,000,000 each Occurrence** **$1,000,000 Aggregate**
Professional Liability/E&O:	**$1,000,000 each Wrongful Act** **$1,000,000 Aggregate**

Additionally, for services that may involve Contaminated and/or Hazardous Substances, consultant shall also provide the following:

Contractor's Pollution Liability Insurance: **$1,000,000 each Occurrence**
$1,000,000 Aggregate
There will be no exclusion for Hazardous Materials, including Asbestos and Lead

Wording for Additional Insured Endorsement and Waiver of Subrogation:
The City 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.

ATTACHMENT E – COST INFORMATION SCHEDULE

NOTE: An original hard copy of Attachment E shall be submitted in a separate, sealed envelope marked "Confidential: Cost Information Schedule."

Submitted By: AI Engineers, Inc.
(Print Firm Name)

For Calendar Year(s): (check applicable*)
- ✓ 2025 – 2027, inclusive
- ˜ 2025
- ˜ 2026
- ˜ 2027

* Check applicable box(es) to indicate if providing cost information for entire 3-year initial Term, or for individual calendar years. If providing cost information for individual years, for each calendar year: a) make a copy of Attachment E, and b) check the appropriate box.

I. Respondents must provide pricing/rates in Attachment E for the services it seeks to provide under this RFQ.

Title/ Class	Job Description / Tasks	Straight Time	Overtime
Professional Engineer (Project) (Specialties include: civil, electrical, mechanical, structural, environmental, geotechnical, wastewater, landfill etc.).	Holds a bachelor's degree or higher in relevant engineering discipline. Licensed for this occupation by the CT Department of Consumer Protection. Designs and oversees construction of systems. Affixes professional engineer seal to documents when required. Specify minimum 15 years of experience and specialty.	$ 250.00	$
Professional Engineer (Senior) (Specialties include: civil, electrical, mechanical, structural, environmental, geotechnical, wastewater, landfill etc.).	See Professional Engineer. Specify minimum 10 years of experience and specialty.	$ 200.00	$

ATTACHMENT E – COST INFORMATION SCHEDULE

City of Waterbury

Engineer (Project) (Specialties include: civil, electrical, mechanical, structural, chemical, environmental, geotechnical, wastewater, landfill etc.).	Holds a bachelor's degree or higher in civil, mechanical, electrical, structural engineering or other relevant engineering discipline. Performs engineering tasks and analysis related to site investigation and designs projects, oversees construction of projects, etc. Specify minimum 6 years of experience and specialty.	$ 150.00	$
Engineer (Senior) (Specialties include: civil, electrical, mechanical, structural, chemical, environmental, geotechnical, wastewater, landfill etc.).	See Engineer. Specify minimum 5 years of experience and specialty.	$ 200.00	$
Cartographer/GIS Specialist	Prepares maps on topography, etc. to be digitized. Designs and draws original maps of cities and regions. Adapts existing maps. Uses geographic information systems and global positioning system to prepare maps of topography. Analyzes spatial and environmental data. Specify minimum 20 years of experience and specialty.	$ 130.00	$
Draftsperson	Draws site plans, layouts, and detailed drawings on CAD System. Specify minimum 6 years of experience and specialty.	$ 115.00	$
Senior Field Technician	Collects samples for material testing, performs field material testing provides field support, uses, maintains and deploys equipment. Specify minimum _____ years of experience and specialty.	$	$
Field Technician	Collects samples for material testing, performs field material testing, provides field support, uses, maintains and deploys equipment. Specify minimum _____ years of experience and specialty.	$	$
Licensed Surveyor	Licensed for this professional title by the CT Department of Consumer Protection. Specify minimum 15 years of experience and specialty.	$ 150.00	$
Licensed Environmental Professional	Has engineering, geology or hydrogeology training and is licensed by the state of Connecticut for this professional title. Specify minimum 10 years of experience and specialty.	$ 175.00	$ 225.00
Wetland/Soil Scientist project	Holds a bachelor's or higher degree in soil science, geology, earth science, biology, botany or other relevant discipline plus specialized training and experience in wetland evaluation or soil science. Delineates wetlands using recognized Federal or state methodologies. Interprets and evaluates soil types. Classifies soil samples and evaluates effects of contaminants on wetlands and related animal and plant communities. Specify minimum 10 years of experience and specialty.	$ 100.00	$ 200.00
Architect	Holds a bachelor's degree or higher. Licensed for this professional title by the CT Department of Consumer Protection. Specify minimum 10 years of experience and specialty.	$ 150.00	$ 185.00

Landscape Architect	Holds a bachelor's degree or higher. Licensed by the CT Department of Consumer Protection. Specify minimum 20 years of experience and specialty.	$ 190.00	$ _____
Construction Inspector (Senior)	ACI and NICET certified or Professional Engineer, Specify minimum 10 years of experience and specialty.	$ 175.00	$ _____
Construction Inspector (Staff)	ACI and NICET certified Specify minimum 3 years of experience and specialty.	$ 115.00	$ _____
Project Manager	Oversees and coordinates projects from an administrative and operations standpoint. Initial contact at site for projects. City liaison. Specify minimum 15 years of experience and specialty.	$ 250.00	$ _____
Clerical Staff	Uses computers, typewriters and other office equipment to provide clerical and logistical support to project. May type reports, correspondence and other written material. May prepare bills, invoices, and related documents. Specify minimum 5 years of experience and specialty.	$ 85.00	$ _____
2 Man Survey Crew	Survey Crew consists of a party Chief with a minimum of 10 years of experience and a Rod Man with a minimum of 6 months experience,	$ 225.00	$ _____
3 Man Survey Crew	Survey Crew consists of a party Chief with an minimum of Four year's experience, Instrument man with a minimum of two years' experience and a Rod Man with a minimum of 6 months experience,	$ 315.00	$ _____

II. Respondents may provide additional job classes/titles below. These additional proposed job classes/titles may be considered if in the best interest of the City.

N/A

Title/ Class	Job Description / Tasks	Straight Time	Overtime
_____	Specify minimum _____ years of experience and specialty. _____	$ _____	$ _____
_____	Specify minimum _____ years of experience and specialty. _____	$ _____	$ _____
_____	Specify minimum _____ years of experience and specialty. _____	$ _____	$ _____
_____	Specify minimum _____ years of experience and specialty. _____	$ _____	$ _____

_____	Specify minimum _____ years of experience and specialty. _____	$ _____	$ _____
_____	Specify minimum _____ years of experience and specialty. _____	$ _____	$ _____

III. Respondents may provide pricing in Attachment D for the direct expense services it seeks to provide under this RFQ.

Item No.	Direct Expense Services	Unit of Measure	Rate Per Unit
1	Printing Greater than 11" X 17"	S.F.	$ _____
2	Color Printing and photocopies (Up to 11"x17")	Each.	$ _____
3	Large Format Monochrome Printing and Plotting (sheet sizes greater than 11"x17")	S.F.	$ _____
4	Large Format Color Plotting (sheet sizes >11"x17")	S.F.	$ _____
5	Large Format Mylar Plotting	S.F.	$ _____
6	Electronic Scanning	S.F.	$ _____
7	In-house Printing and photocopies up to 11 X 17"	Each	$ _____
8	Blackline prints	Cost	Cost + ____%
9	Plotting & printing charges (outside vendors)	Cost	Cost + ____%
10	Regular Mail, Express or certified postage charges	Per item	Cost + ____%
11	Other project-related reimbursable expenses	Cost	Cost + ____%

** All printing and reproduction costs are included in the general overhead cost of the company

12	Reproduction Costs	Per page	Cost + ____%
13	Borings and test pits for subsurface investigation	At cost	Cost + 5 %
14	Outside Services (subconsultant/laboratory)	At Cost	Cost + 10 %

IV. Other Rates

Item No.	Description	Unit of Measure	Rate Per Unit
15	Mileage	Mile	IRS Rate + 0 %

NOTES:

1. All job classes noted above shall include the required modern equipment associated with the classification. For example, the hourly rate for a Licensed Surveyor or Draftsperson shall include the electronic surveying/drafting equipment respectively, software, equipment hourly operating costs, personnel protective equipment and other normal associated tools of the trade or profession.

2. NOTE: Rates/pricing provided above shall be either for the initial 3-year Term of the contract or for individual calendar years. No rate escalation is permitted. After the initial three (3) year Term, rate increases shall be requested in writing by the Firm and subject to negotiation, at the sole option of the City, on a yearly basis, for each of the two (2) one-year extensions.

3. All job classes and rates include the consultant providing the City of Waterbury with electronic files of all work product in the form of a PDF and the format of the original software used to create the work product; however, all AutoCAD submissions to City shall be in the version required by the City's Engineering Department.

4. Straight time is defined as any contiguous 8 Hour period during any 2 calendar days.

5. Overtime is defined as any working time over contiguous period over 8 Hours during any 2 calendar days.

6. Response to Unscheduled or emergency calls outside of normal work day of 7AM to 5 PM will be paid for at the hourly rate for Overtime.

7. Respondents are not required to provide rates for all "Title/Class" listed, but only for those applicable to selected disciplines.

8. Where required, Consultant shall provide project cost estimating, and development of contract documents and specifications, based on City the City's standard documents and required formats.

END OF SECTION

City of Waterbury

Engineering Department

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

Memorandum

To: Board of Aldermen

From: Salvatore D. Porzio, Project Manager, Engineering

Date: July 29, 2025

Re: **Approval Request / Executive Summary** – Professional Services Agreement [RFQ No. 8132] for Engineering On-Call Services 2025 Through 2027 between The City of Waterbury, Connecticut and CDM Smith, Inc.

The Engineering Department, in conjunction with the Public Works Department and Education Department, respectfully request your approval of the above-referenced agreement for On-Call Professional Services between the City of Waterbury and CDM Smith, Inc. (the "Consultant").

As you may be aware, under RFQ No. 8132, the City solicited for various Engineering On-Call Services and the Section Committee, consisting of me, as Chairmen; Roy E. Cavanaugh, City Engineer; Denis Cuevas, Jacobs Business Manager, and Maureen McCauley, Assistant Director of Purchasing, selected the Consultant to provided various services, by discipline, to the City. (FYI: Please see Section 1.3 of the attached agreement for the specific services the Consultant has been deemed qualified to perform.)

And please be advised that this agreement is for services such as construction administration and resident engineer inspection services, rather than for engineering/design services (which, generally, are the services to be provided under the initial round of agreements approved by your Board earlier this year).

All services requested under this agreement will be authorized through Task Orders and Purchase Orders following the rates and fees set forth in the Consultant's Cost Information Schedule Packet, which has been incorporated into the agreement as part of Attachment A (see attached agreement). Each Task Order will set out, on a project by process basis, the desired scope of work, monetary terms and time of performance for such work, plus all other pertinent project specific information.

The term of the agreement will run from the date of execution by the Mayor through December 31, 2027, and as an On-Call Agreement, there is no cost to the City associated with entering into the agreement. Costs will be as identified in any issued Task Orders and Purchase Orders in accordance with the On-Call Agreement.

Accordingly, attached for your review and consideration are copies of the proposed Agreement (with all Attachment A documents to date), the Disclosure and Certification of Obligations Affidavit Regarding Outstanding Obligations to the City of Waterbury submitted by the Consultant in connection with this project, and the Tax Clearance issued by the Office of Tax Collections.

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

Thank you.

SDP/sdp
Attachment

cc: Attorney Lynn McHale, via email, w/o attachment.
Selection Committee Members, via email, w/o attachment.
David B. Simpson, Director of Public Works, via email, w/o attachment.
Carrie Swain, Clerk, Board of Education, via email, with attachment.
File C268

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 New York

SS.:_____

County of Suffolk

Christopher A. Korzenko, being first duly sworn, deposes and says that:

1. I am the ***owner, partner, officer, representative, agent or*** _____ (circle/complete as applicable) of C D M Smith 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.

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, owes back taxes 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" (once within in grid – not within each box). Use additional sheet if necessary (Must be on company letterhead and notarized):

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

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

(a) The Contractor or an owner, partner, officer, representative, agent or affiliate of the Contractor provides, or has provided, services or materials to the City within one (1) year prior to the date of this disclosure, if none, state "None" (once within in grid – not within each box). Use additional sheet if necessary (Must be on company letterhead and notarized):

	Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1	See attached annual statement of financial interests form.				
2					
3					
4					

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

	Organization Name (if none state NONE)	Address	Type of Ownership
1	None		
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 (25) percent of the outstanding stock, if none, state "None" (once within in grid – not within each box). Use additional sheet if necessary (Must be on company letterhead and notarized):

	Name (if none state NONE)	Title	DOB	Stock %
1	See attached officers list.			
2	No individual owns greater than 25% of outstanding stock.			
3				
4				

(d) Of the following of the affiliates, individuals or business entities identified in this affidavit, list each that owns, owned, or within one (1) year prior to the date of this disclosure has owned, taxable property situated in the City of Waterbury, if none, state "None" (once within in grid – not within each box). Use additional sheet if necessary (Must be on company letterhead and notarized):

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

(e) If the Contractor conducts business under a trade name, the following additional information is required: the place where such entity is incorporated or is registered to conduct such business; and the address of its principal place of business, if none, state "None" (once within in grid – not within each box):

	TRADE NAME (if none state NONE)	PLACE OF INCORPORATION / REGISTRY	PRINCIPAL PLACE OF BUSINESS
1	None		
2			
3			
4			

Certification (Please complete applicable section below.)

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

Certification For Partnership/Sole Proprietor (Requires Notarization)

In presence of:

_____ _____
Witness Name of Partnership/Business (Print of Type)

By: _____
Signature of General Partner/ Sole Proprietor

_____
Name of General Partner/ Sole Proprietor (Print of Type)

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 _____ 20_____.

_____
Signature of Notary Public

_____
Name of Notary Public (Print of Type)

SEAL

My Commission Expires: _____

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

Certification For Corporation/LLC (Requires Notarization)

In presence of:

Witness

CDM Smith Inc.
Name of Corporation (Print of Type)

Address of Business: 324 South Service Road
Suite 204
Melville, NY 11747



Affix Corporate Seal

By: _____
Signature of Authorized Corporate Officer

Christopher A. Korzenko
Name of Authorized Corporate Officer (Print of Type)

Its: Vice President
Title of Authorized Corporate Officer (Print of Type)

State of New York)

) SS

County of Suffolk)

Christopher Korzenko being duly sworn, deposes and says that he/she is Vice President of CDM Smith 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 25 day of July 2025.

_____
Signature of Notary Public

Carmen Lazo
Name of Notary Public (Print of Type)

My Commission Expires: July 13, 2027



SEAL

CDM SMITH INC.

OFFICERS and DIRECTORS

Updated April 8, 2025

Directors:	Timothy B. Wall
	Anthony B. Bouchard
	Thierry Desmaris
	Julia B. Forgas
	Christopher Karpathy
	Randy R. Rogers
Outside Directors:	Dr. Gae A. Walters
	Jennifer S. Banner
	Angela Zutavern

Officers:

President:	Anthony B. Bouchard
Treasurer:	Christopher Campbell
Secretary:	Paul Milligan
Asst. Secretary:	Jason P. Makofsky

The City of Waterbury
MEMORANDUM

From: Delinquent Tax Office **Date 7/29/2025**

To: **Salvatore Porzio- Project Manager**
Public Works

Subject: Tax Clearance

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

CDM Smith, Inc.
Anthony Bouchard
324 South Service Rd.
Melville, NY 11747

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
Interim Deputy Tax Collector
City of Waterbury

PROFESSIONAL SERVICES AGREEMENT
RFQ No. 8132
for
ENGINEERING ON-CALL SERVICES
2025 THROUGH 2027
between
The City of Waterbury, Connecticut
and
CDM SMITH INC.

THIS AGREEMENT, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut 06702 (the "City") and CDM SMITH INC., located at 75 State Street, Suite 701, Boston, MA 02109, with a place of business at 101 East River Drive – Suite 1A, East Hartford, CT 06108 a State of Connecticut duly registered Foreign (MA) corporation (the "Consultant").

WHEREAS, the Consultant submitted a proposal to the City responding to **RFQ No. 8132** for **ENGINEERING ON-CALL SERVICES 2025 THROUGH 2027**; and

WHEREAS, the City selected the Consultant to perform services regarding **RFQ No. 8132**; and

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

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

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

1.1. The Project consists of **ENGINEERING ON-CALL SERVICES 2025 THROUGH 2027** pertaining to services for which the Consultant has been deemed qualified by the City's Purchasing Director ("Qualified Engineering Services") as detailed and described in **Attachment A** and are hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached

hereto, are acknowledged by the Consultant as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

1.1.1 The City's **RFQ No**. **8132** for **ENGINEERING ON-CALL SERVICES 2025 THROUGH 2027** (incorporated by reference);

1.1.2 **Addenda #1** to the City's **RFQ No. 8132**, dated October 23, 2024 and consisting of 8 pages (attached hereto);

1.1.3 The Consultant's Qualifications submitted in response to the City's **RFQ No. 8132**, dated November 1, 2024 and consisting of 306 pages (incorporated by reference), and the Consultant's 20 page Cost Information Schedule Packet (attached hereto);

1.1.4 Consultant's Certificate(s) of Insurance (attached hereto);

1.1.5 All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference);

1.1.6 All permits and licenses (incorporated by reference); and

1.1.7 Any and all amendment(s) and Change Orders issued by the City after execution of Agreement (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 Consultant. In the event that any provision in the Contract Documents conflict with any other provision therein, the provision in the component part of the Contract Document first enumerated below shall govern over any other component part which follows it numerically:

1.2.1 Federal, State, and local laws, regulations, charter and ordinances

1.2.2 Contract Amendment(s) and Change Orders

1.2.3 Contract

1.2.4 Consultant's response to the City's **RFQ No. 8132**, dated November 1, 2024 and consisting of 306 pages, including the Consultant's Cost Information Schedule

1.2.5 RFQ Addenda

1.2.6 RFQ Documents not included in 1.2.1-1.2.5

1.3 Task Order Development. The parties hereto agree that the City, through its

Using Agency (i.e., City Department or Waterbury Development Corporation), may request from the Consultant at any time during the term of this Agreement a proposal to perform services pertaining to **Qualified Engineering Services** that shall be completed within the Contract Time of this Agreement and as further provided in the applicable Task Order(s) and agreed to by the Consultant. The Consultant's **Qualified Engineering Services** are:

- Construction Administration
- Construction or Resident Engineering Inspection Services
- Water Pollution Control Facility Construction Administration Services
- Water Pollution Control Facility Resident Engineer and Inspection Services
- Sanitary Sewer Collection System Construction Administration Services
- Sanitary Sewer Pump Station Construction Administration Services
- Sanitary Sewer Collection System Resident Engineer & Inspection Services
- Sanitary Sewer Pump Station Resident Engineer & Inspection Services
- Water Pump Station Inspection Services
- Reservoir/Dam Inspection
- Water Filtration Plant Improvement Inspection Services
- Water Main Inspection Services
- Water Storage Tank Inspection Services
- Parks/Recreation –Inspection

The Consultant shall prepare for the Using Agency's review, comment and approval a Task Order that:

1.3.1 assigns a Task Order number;
1.3.2 provides a general description of the Task Order project;
1.3.3 provides the time by which all work under the Task Order shall be completed;
1.3.4 proposes a not to exceed cost to perform all work under the Task Order with compensation being based upon the hourly rates provided in the Consultant's response to the City's **RFP No. 8132** and paid on a time and materials basis;
1.3.5 provides a spreadsheet of the Consultant's proposed level of effort for the Task Order work that includes staff positions and man-hours budgeted for each subtask within the Task Order;
1.3.6 addresses any comments provided by the Using Agency;

1.4 The parties hereto agree that no work shall commence under a Task Order until and unless it has been fully executed by the Consultant (through its Project Manager) and by the City (through the Department Head of the Using Agency) and a City Purchase Order for said work has been issued.

1.5 Task Order Process. The parties hereto agree that for all Task Orders approved in writing by the City's Using Agency:

1.5.1 The Using Agency shall process a requisition with the City's Finance Department for each specific Task Order;

1.5.2 The Using Agency shall not issue a Notice to Proceed with the Task Order work to the Consultant until and unless the City issues a Purchase Order for such work; and

1.5.3 The Consultant shall provide invoices to the Using Agency on a monthly basis for services rendered under each Task Order during the period in question and shall include therewith a narrative detailing the services rendered during the period in question and any further information requested by the Using Agency.

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

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

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

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

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

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

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

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

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

services rendered hereunder shall be rendered completely and by qualified personnel in accordance with standard industry practice.

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

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

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

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

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

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

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

3.7.6 has given the City written notice of any conflict, error or discrepancy

that the Consultant has discovered in the Proposal Documents; and

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

3.8. Reporting Requirement. Unless the applicable Task Order(s) provide otherwise, the Consultant shall deliver (at a minimum) weekly written Task Order updates in a form and with detail acceptable to the Using Agency and shall deliver monthly written reports to the City's Using Agency setting forth **(i)** the issue date of the report, **(ii)** the time period covered by the report, **(iii)** a brief description of the work and services completed by the Consultant and/or delivered by the Consultant during the time period covered by the report, **(iv)** expressed as a percentage of the total work and services required under this contract, the percentage of the total work represented by the work and services described in subsection iii above, **(v)** expressed as a percentage of this contract's Section 6 total compensation, the percentage of the total compensation represented by the work and services described in subsection iii above, **(vi)** the Consultant's declaration as to whether the entirety of the Consultant's work and services required in this contract will be, or will not be, completed within the Contract's Section 6 total compensation amount, and **(vii)** any and all additional useful and/or relevant information. Each report shall be signed by a Consultant representative acceptable to the City's Using Agency.

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

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

3.10. Criminal Background Check and DCF Registry Check. The Consultant shall comply with the requirements of C.G.S. 10-222 c (g) and shall ensure, and represents to the City, that any employee who will be on school grounds/Department of Education Property/at Department of Education events and/or where City students 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 Consultant shall further ensure, and represents to the City that any person who will have direct contact with

a student has submitted to a records check of the Department of Children and Families Child Abuse and Neglect Registry established pursuant to Conn. Gen. Stat. §17a-101k, as well as State and National criminal history records checks conducted in accordance with Conn. Gen. Stat. §29-17a, the Federal National Child Protection Act of 1993, and the Federal Volunteers for Children Act of 1998. The Consultant shall not permit any person with a disqualifying criminal history to have contact with a student. The Consultant agrees that "direct contact" shall include the Consultant and its employees providing services under this Contract if said services are performed on school grounds/Department of Education Property/at Department of Education events and/or where City students are present.

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

5. Contract Time. The Consultant shall complete all work and services required under this Contract by **December 31, 2027** and in accordance with all Project Phase Completion Dates, Project Milestones, and Substantial and Final Completion Dates identified in fully executed Task Orders under this Contract ("Contract Time").

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

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

6.1. Fee Schedule. The fee payable to the Consultant shall be in accordance with the Consultant's response to **RFQ No. 8132**, dated November 1, 2024, and all applicable fully executed Task Orders and Purchase Orders.

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

compensation sought therefore in a form and with detail and clarity acceptable to the City.

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

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

6.4. Response Costs. All costs of the Consultant in preparing its Response to **RFQ No. 8132** shall be solely borne by the Consultant and are not included in the compensation to be paid by the City to the Consultant under this Contract or any other Contract.

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

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

7. Passing of Title and Risk of Loss. Title to each item of equipment, material, reports,

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

8. Indemnification.

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

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

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

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

8.5. Royalties and Patents. The Consultant shall, for all time, secure to the City the free and undisputed right to the use of any and all patented articles and methods used in the work and shall defend at Consultant's own expense any and all suits for infringement or alleged infringement of such patents, and in the event of adverse award under patent

suits, the Consultant shall pay such awards and hold the City harmless in connection with any patent suits that may arise as a result of installations made by the Consultant and as to any award made thereunder.

8.6. In the event this Contract and/or the 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 Consultant shall indemnify, defend and hold harmless the City from any fine, penalty or other amounts imposed on the City under said statutes, regulations, Charter or Ordinances, if caused by Consultant, or its subcontractor, omission or commission..

9. Consultant's Insurance.

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

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

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

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

9.4.1 General Liability Insurance:

$1,000,000.00 Each Occurrence
$2,000,000.00 General Aggregate

$2,000,000.00 Products/Completed Operations Aggregate

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

9.4.2 Automobile Liability Insurance:

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

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

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

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

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

9.4.4 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, Professional Liability and Workers Compensation insurances

9.4.5 Professional Liability/E&O Insurance:

$1,000,000.00 Each Wrongful Act
$1,000,000.00 Aggregate
Professional liability (also known as, errors and omissions) insurance providing coverage to the Consultant.

Additionally, for services that may involve Contaminated and/or Hazardous Substances, the Consultant shall provide the following:

9.4.6 Contractor's Pollution Liability Insurance

$1,000,000.00 Each Occurrence/Claim

$1,000,000.00 Aggregate
There will be no exclusion for Hazardous materials, including Asbestos & Lead

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

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

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

9.8. 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.

9.9 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.

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

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

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

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

10.3.1 The Consultant is aware of the provisions of Title 31, §53 of the Connecticut General Statutes, latest revision (the "Act"), concerning the payment of minimum wages and other payments or contributions established by the State of Connecticut Labor Commissioner for work on public facilities. The provisions of the Act are incorporated by reference and made a part of this Contract. The Act provides that the Connecticut prevailing wage law applies to certain remodeling, refurbishing, alteration, repair and new construction. The wages paid on an hourly basis to any person performing the work of any mechanic,

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

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

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

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

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

12. 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 Consultant shall then be required to comply with the following (referred to as the "Section 3 clause"):

12.1. 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.

12.2. 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.

12.3. The Consultant agrees to send to each labor organization or representative of workers with which the Consultant has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Consultant'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.

12.4. The Consultant 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 Consultant will not subcontract with any subcontractor where the Consultant has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 135.

12.5. The Consultant will certify that any vacant employment positions, including training positions, that are filled (i) after the Consultant 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 Consultant's obligations under 24 C.F.R. part 135.

12.6. 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.

12.7. 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).

13. Termination.

13.1. Termination of Contract for Cause. If, through any cause, in part or in full, not the fault of the Consultant, the Consultant shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract , the City shall thereupon have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) business days before the effective date of such termination.

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

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

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

13.3. Termination for Non-Appropriation or Lack of Funding. The Consultant acknowledges that the City is a municipal corporation and that this Contract is subject to the appropriation of funds by the City sufficient for this Contract for each budget year in which this Contract is in effect. The Consultant therefore agrees that the City shall have

the right to terminate this Contract in whole or in part without penalty in the event sufficient funds to provide for City payment(s) under this Contract is not appropriated, not authorized or not made available pursuant to law, or such funding has been reduced pursuant to law.

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

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

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

13.4. Rights Upon Cancellation or Termination.

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

13.4.2 Termination for Lack of Funding or Convenience. In the event of termination of this Contract by the City for lack of funding or convenience, the City shall pay the Consultant for all documents, data, studies, reports,

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

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

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

13.4.5 Delivery of Documents. In the event of termination of this Contract, **(i)** the Consultant shall promptly deliver to the City, in a manner reasonably specified by the City, all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. and other tangible items furnished by, or owned, leased, or licensed by, the City, and **(ii)** the City shall pay the Consultant for all services performed and deliverables completed and accepted (pro-rated for deliverables partially completed) prior to the effective date of the termination (except to the extent any invoice amount is disputed).

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

15. Force Majeure. Consultant 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:

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

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

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

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

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

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

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

19. Risk of Damage and Loss. The Consultant shall be solely responsible for causing the timely repair to and/or replacement of, City property or item(s) intended to become City property hereunder, where the need for repair or replacement was caused by the Consultant, by someone under the care and/or control of the Consultant, by any subcontractor of the Consultant, or by any

shipper or delivery service. The Consultant shall be solely responsible for all costs and expenses, including but not limited to shipping, delivery, insurance, etc. associated with the foregoing repair and replacement obligation. Further, the Consultant shall be solely responsible for securing the City's written acceptance of all completed repairs and replacements required hereunder. The City hereby retains sole discretion to determine whether a repair or a replacement is the proper remedy.

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

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

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

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

equity.

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

25. Contract Change Orders.

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

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

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

25.1.3 the Final Completion Date has not been changed.

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

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

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

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

26. Conflicts or Disputes. This Contract represents the full and complete concurrence between the City and the Consultant and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are **(i)** the City's aforementioned

RFP No. 8132 and **(ii)** the Consultant's proposal responding to the aforementioned **RFP No. 8132.**

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

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

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

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

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

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

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

Consultant: CDM SMITH INC.
75 State Street, Suite 701
Boston, MA 02109

With a copy to: CDM SMITH INC.
101 East River Drive – Suite 1A
East Hartford, CT 06108

And

Attention Christopher Korzenko, PE
CDM SMITH INC.
324 South Service Road, Suite 204
Melville, NY 11747

City: City of Waterbury
c/o _____
_____
Waterbury, CT 0670___

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

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

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

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

therefore.

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

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

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

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

32.7. The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has **(i)** delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owned to the City; **(ii)** filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; **(iii)** delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and **(iv)** filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 32.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

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

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

32.10. The Consultant hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet 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"].

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

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

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

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

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

(signature page follows)

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

WITNESSES:

Sign:_____
Print name:

Sign:_____
Print name:

CITY OF WATERBURY

By:_____
Paul K. Pernerewski, Jr.
Mayor

Date: _____

WITNESSES:

Sign:_____
Print name:

Sign:_____
Print name:

CDM SMITH INC.

By:_____
Print name:
Its _____

Date: _____

ATTACHMENT A

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

1.1.1 The City's **RFQ No. 8132** for **ENGINEERING ON-CALL SERVICES 2025 THROUGH 2027** (incorporated by reference);

1.1.2 **Addenda #1** to the City's **RFQ No. 8132**, dated October 23, 2024 and consisting of 8 pages (attached hereto);

1.1.3 The Consultant's Qualifications submitted in response to the City's **RFQ No. 8132**, dated November 1, 2024 and consisting of 306 pages (incorporated by reference), and the Consultant's 20 page Cost Information Schedule Packet (attached hereto);

1.1.4 Consultant's Certificate(s) of Insurance (attached hereto);

1.1.5 All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference);

1.1.6 All permits and licenses (incorporated by reference); and

1.1.7 Any and all amendment(s) and Change Orders issued by the City after execution of Agreement (incorporated by reference).

MAURENN McCAULEY
ASSISTANT DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

October 23, 2024

RFQ 8132 Engineering On Call Services 2025-2027

Please Be Advised:

1. All Respondents are hereby notified that this Addendum No. 1 shall be part of the Contract Documents for the above referenced **RFQ #8132**.
2. This Addendum amends or supplements the RFP Documents. All provisions which are not so amended or supplemented remain in full force and effect.
3. Each Respondent shall be responsible for determining that it has received all Addenda issued and shall acknowledge receipt of all Addenda on the Addendum Acknowledgment Form (see Attachment C). Failure to do so may subject the Respondent to disqualification.

The RFQ Documents are hereby amended as follows:

Amendments to RFQ Documents:

1) Attachment D (Discipline List, BFO Information and MBE, DBE, WBE, SBE Status) – Delete Page 1 of 7 of Attachment D and replace with the attached "Attachment D, Page 1 of 7, Rev. - Addendum #1 – 10/23/2024."

2) Attachment E (Cost Information Schedule). Delete Page 1 of 6 of Attachment E and replace with the attached "Attachment E, Page 1 of 6, Rev. - Addendum #1 – 10/23/2024."

3) RFQ Subsection 2, Insurance Requirements, of Section B, Qualifications is deleted in its entirety and replaced by the one (1) page document attached hereto, entitled "**REQUEST FOR QUALIFICATIONS (RFQ # 8132) BY THE CITY OF WATERBURY FOR ENGINEERING ON-CALL SERVICES 2025 THROUGH 2027 Insurance Requirements.**"
Note: At time of contracting, the language in said attachment will be incorporated into the final Master Contracts.

4) Regarding information to be provided pursuant to RFQ Section H, Submittal Requirements & Required Format, any requests therein for information that is also required by SF330 need not be submitted, provided it is included in completed SF330 form.

235 GRAND STREET • WATERBURY, CONNECTICUT 06702 • PHONE: (203) 574-6749 • FAX: (203) 597-3437

<u>Clarifications</u>:

Notwithstanding statements to the contrary in the RFQ, one original (clearly identified as such) seven (7) paper copies of your firm's Response to RFQ are required. Qualifications submitted in response to this RFQ must include a letter of interest, together with general information on the firm and proposed sub consultants, the firm's brochure, current Federal Form SF330, experience of the firms, and resumes of key personnel as well as all other requested information / documentation, including Attachment D (Discipline List, BFO Information and MBE, DBE, WBE, SBE Status).

One original hard copy of Attachment E (Cost Information Schedule) shall be submitted in a separate, sealed envelope marked "Confidential: Attachment E (Cost Information Schedule).

Additionally, submit a portable memory device (flash drive) containing: a) Firm's Response to the RFQ (as one PDF) and b) a PDF of Firm's Attachment E (Cost Information Schedule).

Please refer to the questions and answers below.

Question: My company is very interested in participating as a Sub-Consultant. Where can I get the list of companies participating in this proposal?
Answer: No list exists, and thus, cannot be provided.

Question: Can the City clarify the scopes needed for Master Planning?
Answer:

1. Engage Stakeholders: Involve the community or relevant stakeholders to gather input and ensure their needs and aspirations are considered in the planning process. Experience in community outreach techniques and conducting successful Public Information Meetings and hearings.
2. Gather and Analyze Data: Collect data on current conditions, trends, and future projections. This could include demographic information, economic data, and environmental assessments.
3. Identify Goals and Objectives: Clearly define what City wants to achieve. This could be improving infrastructure, enhancing community services, neighborhood redevelopment or setting milestones. Planning can be for facilities, parks, sanitation, health initiatives, public buildings, transportation design, needs assessments, plans of conservation and development, etc…
4. Develop Strategies: Outline the steps needed to achieve City goals. This might include specific projects or phases, policy changes, or new initiatives.
5. Create an Implementation Plan: Detail how the strategies will be put into action, including timelines, responsible parties, and required resources.
6. Funding: Identify and assist or apply for funding using existing programs available.

7. Monitor and Adjust: Regularly review progress and make adjustments as needed to stay on track and address any emerging challenges.

Question: The City has requested a SF330 form for qualifications. A standard 330 form limits the submitter to only 10 projects. Would we be able to provide more than 10 projects for our firm in the SF330 format?
Answer: Yes – they should be applicable to the disciplines being submitted on (see additional related questions below).

Question: Under Section H, Submittal Requirements & Required Format, consultants are noted to provide seven (7) paper copies of our response. One needs to be clearly marked as an original. Is the original copy included in the seven (7) copies, or should we include the original and seven (7) copies in addition?
Answer: See "Amendments to RFQ Documents" above.

Question: Under section H. Submittal Requirements & Required Format, consultants are noted to provide seven (7) paper copies of our response. However, under no. 4, section H mentions including a USB drive in our submittal requirements. Is this USB drive specifically for the response to ' Cost Information Schedule/ Discipline List/BFO Information?
Answer: See "Amendments to RFQ Documents" above.

Question: For the separate Attachment submissions, do you expect 7 hard copies and 1 file uploaded to USB for strictly the Attachments? Or are the one (1) original, 7 paper copies including the full proposal, the attachments, and the USB? Please clarify the two separate submission processes.
Answer: See "Amendments to RFQ Documents" above.

Question: Under section H. Submittal Requirements & Required Format, Question 2, part b, Summary of Relevant Experience. We are requested to provide all our completed relevant projects that fall within the last five (5) years. Our office is one of many across the United States, specifically in the Northeast. Is this requesting projects only from our office in Connecticut office team or our company as a whole?
Answer: Provide at least 5 relevant projects. Your discretion whether or not projects are just from Connecticut office or from entire organization keeping in mind that the work will be done in the City and firm(s) selected to be based upon responsiveness.

Question: This solicitation is for On-Call Engineering but has a fee schedule that includes Architecture. Can an Architecture firm submit a fee schedule for Architectural Services only, without Engineering sub-contractors?
Answer: Yes.

Question: Please clarify that the submission for this On-Call includes one (1) full SF330 with all disciplines our firm is submitting under identified, rather than a categorical based submission.
Answer: One full SF 330.

Question: How many total projects is The City looking for? SF330 format calls for ten (10) total projects. Would this be ten (10) projects per discipline, or ten (10) projects total?
Answer: Can be up to ten per discipline submitted on.

Question: Given this RFQ was released on 10/8/2024, would it be possible to request an extension?
Answer: No; for various reasons, requests for extensions of time will not be considered.

Question: Attachment D, which lists the disciplines selected by the consultant, is to be included in a separate envelope. Since that attachment is to be opened after the QBS process, do we also identify our selected disciplines within the text of our submittal?
Answer: No need to identify selected disciplines within the text of our submittal. Attachment D shall not be submitted in the separate, sealed envelope. It shall now be submitted as part of the Firms response to the RFQ. (Only Attachment E [Cost Information Schedule] shall be submitted in a separate, sealed envelope marked "Confidential: Attachment E (Cost Information Schedule).

Question: During our review of the RFQ we noted that certain portions of the insurance requirements are not applicable to consulting services, including Builders Risk/Installation Floater Insurance and Contractor's Pollution Liability Insurance. Please let us know if these policies will be required as they are not traditionally held by consulting firms.
Answer:

Question: Relative to the City's standard agreement language, including Exhibits B1 and B2, would the City be amenable to negotiating mutually acceptable and insurable terms? Proposed modification would be provided as an appendix to the proposal response within the allowance noted in the exceptions and alternatives section of the RFQ.
Answer: Pursuant to Section H. Submittal Requirements & Required Format, Paragraph 6, Exceptions and Alternatives, Respondents may take exceptions to any requirement in the RFQ and/or offer alternatives to any provision thereof (including the attached City Contract form(s)); however, such exceptions or alternates cannot, in the sole discretion of the City, materially affect the substance of the RFQ or the provisions of the attached Contracts.

Further, the taking any exception or proposing any alternative is of not binding on the City, legally or otherwise, and in no way gives rise to any contractual relationship or rights, express or implied, between the City and the Respondent.

Lastly, while negotiations are permissible for contract provisions that are non-material in nature, please be advised that contract language pertaining to damages, insurance and/or indemnification is non-negotiable.

Thank you.

Maureen McCauley

Assistant Director of Purchasing – City of Waterbury

RFQ #8132 - ENGINEERING ON CALL SERVICES 2025 THROUGH 2027

ATTACHMENT D – DISCIPLINE LIST, BFO Information * And MBE, DBE, WBE, SBE STATUS**

NOTE: Attachment D shall be submitted as part of Firm's Repsonse to the RFQ. (Attachment D shall not be submitted in the separate, sealed envelope).

Submitted By: _____
(Print Firm Name)

Firm shall specify which disciplines they are submitting qualifications and provide BFO Information for each discipline selected.

* NOTE: If you have different BFO rates for various disciplines within your Firm, please provide this information, by discipline, where indicated below.

**NOTE: Provide MBE/DBE/WBE/SBE status and certification/documentation of same.

Additionally, on attached sheet(s), clearly identify any subconsultants/subcontractors, if known, and provided requested information.

Discipline	Check each discipline qualifications are being submitted	Indicate MBE, DBE, WBE, SBE Status and Ownership Percentage	BFO Information By Discipline (for 2025)	BFO Information By Discipline (for 2026)	BFO Information By Discipline (for 2027)
Roadway Engineering Design / Reconstruction	_____	_____	_____	_____	_____
Mechanical Engineering/Heating, Ventilation and Air Conditioning Engineering/Testing/ Adjusting/Balancing/Commissioning	_____	_____	_____	_____	_____
Electrical Engineering	_____	_____	_____	_____	_____

ATTACHMENT E – COST INFORMATION SCHEDULE

NOTE: An original hard copy of Attachment E shall be submitted in a separate, sealed envelope marked "Confidential: Cost Information Schedule."

Submitted By: _____
(Print Firm Name)

For Calendar Year(s): (check applicable*)

- ˇ 2025 – 2027, inclusive
- ˇ 2025
- ˇ 2026
- ˇ 2027

* Check applicable box(es) to indicate if providing cost information for entire 3-year initial Term, or for individual calendar years. If providing cost information for individual years, for each calendar year: a) make a copy of Attachment E, and b) check the appropriate box.

I. Respondents must provide pricing/rates in Attachment E for the services it seeks to provide under this RFQ.

Title/ Class	Job Description / Tasks	Straight Time	Overtime
Professional Engineer (Project) (Specialties include: civil, electrical, mechanical, structural, environmental, geotechnical, wastewater, landfill etc.).	Holds a bachelor's degree or higher in relevant engineering discipline. Licensed for this occupation by the CT Department of Consumer Protection. Designs and oversees construction of systems. Affixes professional engineer seal to documents when required. Specify minimum _____ years of experience and specialty.	$ _____	$ _____
Professional Engineer (Senior) (Specialties include: civil, electrical, mechanical, structural, environmental, geotechnical, wastewater, landfill etc.).	See Professional Engineer. Specify minimum _____ years of experience and specialty.	$ _____	$ _____

REQUEST FOR QUALIFICATIONS (RFQ # 8132)
BY
THE CITY OF WATERBURY
FOR
ENGINEERING ON-CALL SERVICES
2025 THROUGH 2027
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 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 coverage altered, 30 days written notice must be given to the City of Waterbury and the Waterbury Board of Education.

General Liability:	**$1,000,000 each Occurrence** **$2,000,000 General Aggregate** **$2,000,000 Products/ Completed Operations Aggregate**
Auto Liability:	**$1,000,000 Combined Single Limit each Accident** **Any Auto, All Owned and Hired Autos**
Workers Compensation:	**WC Statutory Limits** **Employer Liability (EL)** **$1,000,000 EL each Accident** **$1,000,000 EL Disease each Employee** **$1,000,000 EL Disease Policy Limits**
Excess/Umbrella Liability:	**$1,000,000 each Occurrence** **$1,000,000 Aggregate**
Professional Liability/E&O:	**$1,000,000 each Wrongful Act** **$1,000,000 Aggregate**

Additionally, for services that may involve Contaminated and/or Hazardous Substances, consultant shall also provide the following:

Contractor's Pollution Liability Insurance: **$1,000,000 each Occurrence**
$1,000,000 Aggregate
There will be no exclusion for Hazardous Materials, including Asbestos and Lead

Wording for Additional Insured Endorsement and Waiver of Subrogation:
The City 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.

November 1, 2024

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

Subject: Engineering On Call Services 2025 through 2027 – Qualifications (RFQ #8132)
Cost Proposal

Dear Mr. McCaffery:

Thank you for the opportunity to submit this cost information for the Engineering On-Call Services. In accordance with the requirements presented in the RFQ and Addendum 1, CDM Smith Inc. (CDM Smith) has included this cost information as a separate document. Our cost information is in the format as requested in the RFQ and includes rate sheets for years 2025, 2026 and 2027.

We appreciate the opportunity to submit this cost proposal and look forward to hearing from you concerning this submission. Should you have any questions or comments please feel free to contact me at your earliest convenience.

Sincerely,

Christopher A. Korzenko, PE, BCEE, PMP
Vice President
CDM Smith Inc.

101 E. River Drive, Suite 1A, East Hartford, CT 06108 | tel: 860-529-76155

ATTACHMENT E – COST INFORMATION SCHEDULE

NOTE: An original hard copy of Attachment E shall be submitted in a separate, sealed envelope marked "Confidential: Cost Information Schedule."

Submitted By: CDM Smith Inc.
(Print Firm Name)

For Calendar Year(s): (check applicable*)

- ˜ 2025 – 2027, inclusive
- ˜X 2025
- ˜ 2026
- ˜ 2027

* Check applicable box(es) to indicate if providing cost information for entire 3-year initial Term, or for individual calendar years. If providing cost information for individual years, for each calendar year: a) make a copy of Attachment E, and b) check the appropriate box.

I. Respondents must provide pricing/rates in Attachment E for the services it seeks to provide under this RFQ.

Title/ Class	Job Description / Tasks	Straight Time	Overtime
Professional Engineer (Project) (Specialties include: civil, electrical, mechanical, structural, environmental, geotechnical, wastewater, landfill etc.).	Holds a bachelor's degree or higher in relevant engineering discipline. Licensed for this occupation by the CT Department of Consumer Protection. Designs and oversees construction of systems. Affixes professional engineer seal to documents when required. Specify minimum 10 years of experience and specialty.	$ 210	$ 210
Professional Engineer (Senior) (Specialties include: civil, electrical, mechanical, structural, environmental, geotechnical, wastewater, landfill etc.).	See Professional Engineer. Specify minimum 15 years of experience and specialty.	$ 255	$ 255

ATTACHMENT E – COST INFORMATION SCHEDULE

City of Waterbury

Engineer (Project) (Specialties include: civil, electrical, mechanical, structural, chemical, environmental, geotechnical, wastewater, landfill etc.).	Holds a bachelor's degree or higher in civil, mechanical, electrical, structural engineering or other relevant engineering discipline. Performs engineering tasks and analysis related to site investigation and designs projects, oversees construction of projects, etc. Specify minimum 2 years of experience and specialty.	$ 125	$ 125
Engineer (Senior) (Specialties include: civil, electrical, mechanical, structural, chemical, environmental, geotechnical, wastewater, landfill etc.).	See Engineer. Specify minimum 5 years of experience and specialty.	$ 160	$ 160
Cartographer/GIS Specialist	Prepares maps on topography, etc. to be digitized. Designs and draws original maps of cities and regions. Adapts existing maps. Uses geographic information systems and global positioning system to prepare maps of topography. Analyzes spatial and environmental data. Specify minimum 15 years of experience and specialty.	$ 225	$ 225
Draftsperson	Draws site plans, layouts, and detailed drawings on CAD System. Specify minimum 5 years of experience and specialty.	$ 125	$ 125
Senior Field Technician	Collects samples for material testing, performs field material testing provides field support, uses, maintains and deploys equipment. Specify minimum 10 years of experience and specialty.	$ 150	$ 150
Field Technician	Collects samples for material testing, performs field material testing, provides field support, uses, maintains and deploys equipment. Specify minimum 2 years of experience and specialty.	$ 90	$ 90
Licensed Surveyor	Licensed for this professional title by the CT Department of Consumer Protection. Specify minimum _____ years of experience and specialty.	$ NA	$ NA
Licensed Environmental Professional	Has engineering, geology or hydrogeology training and is licensed by the state of Connecticut for this professional title. Specify minimum 15 years of experience and specialty.	$ 225	$ 225
Wetland/Soil Scientist project	Holds a bachelor's or higher degree in soil science, geology, earth science, biology, botany or other relevant discipline plus specialized training and experience in wetland evaluation or soil science. Delineates wetlands using recognized Federal or state methodologies. Interprets and evaluates soil types. Classifies soil samples and evaluates effects of contaminants on wetlands and related animal and plant communities. Specify minimum _____ years of experience and specialty.	$ NA	$ NA
Architect	Holds a bachelor's degree or higher. Licensed for this professional title by the CT Department of Consumer Protection. Specify minimum 15 years of experience and specialty.	$ 225	$ 225

Landscape Architect	Holds a bachelor's degree or higher. Licensed by the CT Department of Consumer Protection. Specify minimum 15 years of experience and specialty.	$ 220	$ 220
Construction Inspector (Senior)	ACI and NICET certified or Professional Engineer, Specify minimum 10 years of experience and specialty.	$ 150	$ 150
Construction Inspector (Staff)	ACI and NICET certified Specify minimum 5 years of experience and specialty.	$ 125	$ 125
Project Manager	Oversees and coordinates projects from an administrative and operations standpoint. Initial contact at site for projects. City liaison. Specify minimum 12 years of experience and specialty.	$ 265	$ 265
Clerical Staff	Uses computers, typewriters and other office equipment to provide clerical and logistical support to project. May type reports, correspondence and other written material. May prepare bills, invoices, and related documents. Specify minimum 3 years of experience and specialty.	$ 90	$ 90
2 Man Survey Crew	Survey Crew consists of a party Chief with a minimum of ____ years of experience and a Rod Man with a minimum of 6 months experience,	$ NA	$ NA
3 Man Survey Crew	Survey Crew consists of a party Chief with an minimum of Four year's experience, Instrument man with a minimum of two years' experience and a Rod Man with a minimum of 6 months experience,	$ NA	$ NA

II. Respondents may provide additional job classes/titles below. These additional proposed job classes/titles may be considered if in the best interest of the City.

Title/ Class	Job Description / Tasks	Straight Time	Overtime
Senior Technical Advisor / Officer	Specify minimum 20 years of experience and specialty.	$ 310	$ 310
Architect (Project)	Specify minimum 5 years of experience and specialty.	$ 140	$ 140
Senior Project Manager	Specify minimum 20 years of experience and specialty.	$ 300	$ 300
Senior Water Wastewater Engineer	Specify minimum 20 years of experience and specialty.	$ 275	$ 275

ATTACHMENT E – COST INFORMATION SCHEDULE

City of Waterbury

Water/Wastewater Engineer	Specify minimum 10 years of experience and specialty.	$ 225	$ 225
Construction Manager	Specify minimum 15 years of experience and specialty.	$ 230	$ 230

III. Respondents may provide pricing in Attachment D for the direct expense services it seeks to provide under this RFQ.

Item No.	Direct Expense Services	Unit of Measure	Rate Per Unit
1	Printing Greater than 11" X 17"	S.F.	$ 0.20
2	Color Printing and photocopies (Up to 11"x17")	Each.	$ 0.65
3	Large Format Monochrome Printing and Plotting (sheet sizes greater than 11"x17")	S.F.	$ 0.35
4	Large Format Color Plotting (sheet sizes >11"x17")	S.F.	$ 0.95
5	Large Format Mylar Plotting	S.F.	$ 0.95
6	Electronic Scanning	S.F.	$ 0.20
7	In-house Printing and photocopies up to 11 X 17"	Each	$ 0.10
8	Blackline prints	Cost	Cost + 5 %
9	Plotting & printing charges (outside vendors)	Cost	Cost + 5 %
10	Regular Mail, Express or certified postage charges	Per item	Cost + 0 %
11	Other project-related reimbursable expenses	Cost	Cost + 5 %

12	Reproduction Costs	Per page	Cost + 5 %
13	Borings and test pits for subsurface investigation	At cost	Cost + 5 %
14	Outside Services (subconsultant/laboratory)	At Cost	Cost + 5 %

IV. Other Rates

Item No.	Description	Unit of Measure	Rate Per Unit
15	Mileage	Mile	IRS Rate + 5 %

NOTES:

1. All job classes noted above shall include the required modern equipment associated with the classification. For example, the hourly rate for a Licensed Surveyor or Draftsperson shall include the electronic surveying/drafting equipment respectively, software, equipment hourly operating costs, personnel protective equipment and other normal associated tools of the trade or profession.

2. NOTE: Rates/pricing provided above shall be either for the initial 3-year Term of the contract or for individual calendar years. No rate escalation is permitted. After the initial three (3) year Term, rate increases shall be requested in writing by the Firm and subject to negotiation, at the sole option of the City, on a yearly basis, for each of the two (2) one-year extensions.

3. All job classes and rates include the consultant providing the City of Waterbury with electronic files of all work product in the form of a PDF and the format of the original software used to create the work product; however, all AutoCAD submissions to City shall be in the version required by the City's Engineering Department.

4. Straight time is defined as any contiguous 8 Hour period during any 2 calendar days.

5. Overtime is defined as any working time over contiguous period over 8 Hours during any 2 calendar days.

6. Response to Unscheduled or emergency calls outside of normal work day of 7AM to 5 PM will be paid for at the hourly rate for Overtime.

7. Respondents are not required to provide rates for all "Title/Class" listed, but only for those applicable to selected disciplines.

8. Where required, Consultant shall provide project cost estimating, and development of contract documents and specifications, based on City the City's standard documents and required formats.

END OF SECTION

ATTACHMENT E – COST INFORMATION SCHEDULE

NOTE: An original hard copy of Attachment E shall be submitted in a separate, sealed envelope marked "Confidential: Cost Information Schedule."

Submitted By: CDM Smith Inc.
(Print Firm Name)

For Calendar Year(s): (check applicable*)
- ˜ 2025 – 2027, inclusive
- ˜ 2025
- X 2026
- ˜ 2027

* Check applicable box(es) to indicate if providing cost information for entire 3-year initial Term, or for individual calendar years. If providing cost information for individual years, for each calendar year: a) make a copy of Attachment E, and b) check the appropriate box.

I. Respondents must provide pricing/rates in Attachment E for the services it seeks to provide under this RFQ.

Title/ Class	Job Description / Tasks	Straight Time	Overtime
Professional Engineer (Project) (Specialties include: civil, electrical, mechanical, structural, environmental, geotechnical, wastewater, landfill etc.).	Holds a bachelor's degree or higher in relevant engineering discipline. Licensed for this occupation by the CT Department of Consumer Protection. Designs and oversees construction of systems. Affixes professional engineer seal to documents when required. Specify minimum 10 years of experience and specialty.	$ 216	$ 216
Professional Engineer (Senior) (Specialties include: civil, electrical, mechanical, structural, environmental, geotechnical, wastewater, landfill etc.).	See Professional Engineer. Specify minimum 15 years of experience and specialty.	$ 263	$ 263

ATTACHMENT E – COST INFORMATION SCHEDULE

City of Waterbury

Engineer (Project) (Specialties include: civil, electrical, mechanical, structural, chemical, environmental, geotechnical, wastewater, landfill etc.).	Holds a bachelor's degree or higher in civil, mechanical, electrical, structural engineering or other relevant engineering discipline. Performs engineering tasks and analysis related to site investigation and designs projects, oversees construction of projects, etc. Specify minimum 2 years of experience and specialty.	$ 129	$ 129
Engineer (Senior) (Specialties include: civil, electrical, mechanical, structural, chemical, environmental, geotechnical, wastewater, landfill etc.).	See Engineer. Specify minimum 5 years of experience and specialty.	$ 165	$ 165
Cartographer/GIS Specialist	Prepares maps on topography, etc. to be digitized. Designs and draws original maps of cities and regions. Adapts existing maps. Uses geographic information systems and global positioning system to prepare maps of topography. Analyzes spatial and environmental data. Specify minimum 15 years of experience and specialty.	$ 232	$ 232
Draftsperson	Draws site plans, layouts, and detailed drawings on CAD System. Specify minimum 5 years of experience and specialty.	$ 129	$ 129
Senior Field Technician	Collects samples for material testing, performs field material testing provides field support, uses, maintains and deploys equipment. Specify minimum 10 years of experience and specialty.	$ 155	$ 155
Field Technician	Collects samples for material testing, performs field material testing, provides field support, uses, maintains and deploys equipment. Specify minimum 2 years of experience and specialty.	$ 93	$ 93
Licensed Surveyor	Licensed for this professional title by the CT Department of Consumer Protection. Specify minimum _____ years of experience and specialty.	$ NA	$ NA
Licensed Environmental Professional	Has engineering, geology or hydrogeology training and is licensed by the state of Connecticut for this professional title. Specify minimum 15 years of experience and specialty.	$ 232	$ 232
Wetland/Soil Scientist project	Holds a bachelor's or higher degree in soil science, geology, earth science, biology, botany or other relevant discipline plus specialized training and experience in wetland evaluation or soil science. Delineates wetlands using recognized Federal or state methodologies. Interprets and evaluates soil types. Classifies soil samples and evaluates effects of contaminants on wetlands and related animal and plant communities. Specify minimum _____ years of experience and specialty.	$ NA	$ NA
Architect	Holds a bachelor's degree or higher. Licensed for this professional title by the CT Department of Consumer Protection. Specify minimum 15 years of experience and specialty.	$ 232	$ 232

Landscape Architect	Holds a bachelor's degree or higher. Licensed by the CT Department of Consumer Protection. Specify minimum 15 years of experience and specialty.	$ 226	$ 226
Construction Inspector (Senior)	ACI and NICET certified or Professional Engineer, Specify minimum 10 years of experience and specialty.	$ 155	$ 155
Construction Inspector (Staff)	ACI and NICET certified Specify minimum 5 years of experience and specialty.	$ 129	$ 129
Project Manager	Oversees and coordinates projects from an administrative and operations standpoint. Initial contact at site for projects. City liaison. Specify minimum 12 years of experience and specialty.	$ 273	$ 273
Clerical Staff	Uses computers, typewriters and other office equipment to provide clerical and logistical support to project. May type reports, correspondence and other written material. May prepare bills, invoices, and related documents. Specify minimum 3 years of experience and specialty.	$ 93	$ 93
2 Man Survey Crew	Survey Crew consists of a party Chief with a minimum of ____ years of experience and a Rod Man with a minimum of 6 months experience,	$ NA	$ NA
3 Man Survey Crew	Survey Crew consists of a party Chief with an minimum of Four year's experience, Instrument man with a minimum of two years' experience and a Rod Man with a minimum of 6 months experience,	$ NA	$ NA

II. Respondents may provide additional job classes/titles below. These additional proposed job classes/titles may be considered if in the best interest of the City.

Title/ Class	Job Description / Tasks	Straight Time	Overtime
Senior Technical Advisor / Officer	Specify minimum 20 years of experience and specialty.	$ 318	$ 318
Architect (Project)	Specify minimum 5 years of experience and specialty.	$ 144	$ 144
Senior Project Manager	Specify minimum 20 years of experience and specialty.	$ 309	$ 309
Senior Water Wastewater Engineer	Specify minimum 20 years of experience and specialty.	$ 283	$ 283

ATTACHMENT E – COST INFORMATION SCHEDULE

City of Waterbury

Water/Wastewater Engineer	Specify minimum 10 years of experience and specialty.	$ 232	$ 232
Construction Manager	Specify minimum 15 years of experience and specialty.	$ 237	$ 237

III. Respondents may provide pricing in Attachment D for the direct expense services it seeks to provide under this RFQ.

Item No.	Direct Expense Services	Unit of Measure	Rate Per Unit
1	Printing Greater than 11" X 17"	S.F.	$ 0.20
2	Color Printing and photocopies (Up to 11"x17")	Each.	$ 0.65
3	Large Format Monochrome Printing and Plotting (sheet sizes greater than 11"x17")	S.F.	$ 0.35
4	Large Format Color Plotting (sheet sizes >11"x17")	S.F.	$ 0.95
5	Large Format Mylar Plotting	S.F.	$ 0.95
6	Electronic Scanning	S.F.	$ 0.20
7	In-house Printing and photocopies up to 11 X 17"	Each	$ 0.10
8	Blackline prints	Cost	Cost + 5 %
9	Plotting & printing charges (outside vendors)	Cost	Cost + 5 %
10	Regular Mail, Express or certified postage charges	Per item	Cost + 0 %
11	Other project-related reimbursable expenses	Cost	Cost + 5 %

12	Reproduction Costs	Per page	Cost + 5 %
13	Borings and test pits for subsurface investigation	At cost	Cost + 5 %
14	Outside Services (subconsultant/laboratory)	At Cost	Cost + 5 %

IV. Other Rates

Item No.	Description	Unit of Measure	Rate Per Unit
15	Mileage	Mile	IRS Rate + 5 %

NOTES:

1. All job classes noted above shall include the required modern equipment associated with the classification. For example, the hourly rate for a Licensed Surveyor or Draftsperson shall include the electronic surveying/drafting equipment respectively, software, equipment hourly operating costs, personnel protective equipment and other normal associated tools of the trade or profession.

2. NOTE: Rates/pricing provided above shall be either for the initial 3-year Term of the contract or for individual calendar years. No rate escalation is permitted. After the initial three (3) year Term, rate increases shall be requested in writing by the Firm and subject to negotiation, at the sole option of the City, on a yearly basis, for each of the two (2) one-year extensions.

3. All job classes and rates include the consultant providing the City of Waterbury with electronic files of all work product in the form of a PDF and the format of the original software used to create the work product; however, all AutoCAD submissions to City shall be in the version required by the City's Engineering Department.

4. Straight time is defined as any contiguous 8 Hour period during any 2 calendar days.

5. Overtime is defined as any working time over contiguous period over 8 Hours during any 2 calendar days.

6. Response to Unscheduled or emergency calls outside of normal work day of 7AM to 5 PM will be paid for at the hourly rate for Overtime.

7. Respondents are not required to provide rates for all "Title/Class" listed, but only for those applicable to selected disciplines.

8. Where required, Consultant shall provide project cost estimating, and development of contract documents and specifications, based on City the City's standard documents and required formats.

END OF SECTION

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Submitted By: CDM Smith Inc.
(Print Firm Name)

For Calendar Year(s): (check applicable*)
- ˜ 2025 – 2027, inclusive
- ˜ 2025
- ˜ 2026
- X 2027

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I. Respondents must provide pricing/rates in Attachment E for the services it seeks to provide under this RFQ.

Title/ Class	Job Description / Tasks	Straight Time	Overtime
Professional Engineer (Project) (Specialties include: civil, electrical, mechanical, structural, environmental, geotechnical, wastewater, landfill etc.).	Holds a bachelor's degree or higher in relevant engineering discipline. Licensed for this occupation by the CT Department of Consumer Protection. Designs and oversees construction of systems. Affixes professional engineer seal to documents when required. Specify minimum 10 years of experience and specialty.	$ 222	$ 222
Professional Engineer (Senior) (Specialties include: civil, electrical, mechanical, structural, environmental, geotechnical, wastewater, landfill etc.).	See Professional Engineer. Specify minimum 15 years of experience and specialty.	$ 270	$ 270

ATTACHMENT E – COST INFORMATION SCHEDULE

City of Waterbury

Engineer (Project) (Specialties include: civil, electrical, mechanical, structural, chemical, environmental, geotechnical, wastewater, landfill etc.).	Holds a bachelor's degree or higher in civil, mechanical, electrical, structural engineering or other relevant engineering discipline. Performs engineering tasks and analysis related to site investigation and designs projects, oversees construction of projects, etc. Specify minimum 2 years of experience and specialty.	$ 133	$ 133
Engineer (Senior) (Specialties include: civil, electrical, mechanical, structural, chemical, environmental, geotechnical, wastewater, landfill etc.).	See Engineer. Specify minimum 5 years of experience and specialty.	$ 170	$ 170
Cartographer/GIS Specialist	Prepares maps on topography, etc. to be digitized. Designs and draws original maps of cities and regions. Adapts existing maps. Uses geographic information systems and global positioning system to prepare maps of topography. Analyzes spatial and environmental data. Specify minimum 15 years of experience and specialty.	$ 239	$ 239
Draftsperson	Draws site plans, layouts, and detailed drawings on CAD System. Specify minimum 5 years of experience and specialty.	$ 133	$ 133
Senior Field Technician	Collects samples for material testing, performs field material testing provides field support, uses, maintains and deploys equipment. Specify minimum 10 years of experience and specialty.	$ 159	$ 159
Field Technician	Collects samples for material testing, performs field material testing, provides field support, uses, maintains and deploys equipment. Specify minimum 2 years of experience and specialty.	$ 96	$ 96
Licensed Surveyor	Licensed for this professional title by the CT Department of Consumer Protection. Specify minimum _____ years of experience and specialty.	$ NA	$ NA
Licensed Environmental Professional	Has engineering, geology or hydrogeology training and is licensed by the state of Connecticut for this professional title. Specify minimum 15 years of experience and specialty.	$ 239	$ 239
Wetland/Soil Scientist project	Holds a bachelor's or higher degree in soil science, geology, earth science, biology, botany or other relevant discipline plus specialized training and experience in wetland evaluation or soil science. Delineates wetlands using recognized Federal or state methodologies. Interprets and evaluates soil types. Classifies soil samples and evaluates effects of contaminants on wetlands and related animal and plant communities. Specify minimum _____ years of experience and specialty.	$ NA	$ NA
Architect	Holds a bachelor's degree or higher. Licensed for this professional title by the CT Department of Consumer Protection. Specify minimum 15 years of experience and specialty.	$ 239	$ 239

Landscape Architect	Holds a bachelor's degree or higher. Licensed by the CT Department of Consumer Protection. Specify minimum 15 years of experience and specialty.	$ 233	$ 233
Construction Inspector (Senior)	ACI and NICET certified or Professional Engineer, Specify minimum 10 years of experience and specialty.	$ 159	$ 159
Construction Inspector (Staff)	ACI and NICET certified Specify minimum 5 years of experience and specialty.	$ 133	$ 133
Project Manager	Oversees and coordinates projects from an administrative and operations standpoint. Initial contact at site for projects. City liaison. Specify minimum 12 years of experience and specialty.	$ 281	$ 281
Clerical Staff	Uses computers, typewriters and other office equipment to provide clerical and logistical support to project. May type reports, correspondence and other written material. May prepare bills, invoices, and related documents. Specify minimum 3 years of experience and specialty.	$ 96	$ 96
2 Man Survey Crew	Survey Crew consists of a party Chief with a minimum of ____ years of experience and a Rod Man with a minimum of 6 months experience,	$ NA	$ NA
3 Man Survey Crew	Survey Crew consists of a party Chief with an minimum of Four year's experience, Instrument man with a minimum of two years' experience and a Rod Man with a minimum of 6 months experience,	$ NA	$ NA

II. Respondents may provide additional job classes/titles below. These additional proposed job classes/titles may be considered if in the best interest of the City.

Title/ Class	Job Description / Tasks	Straight Time	Overtime
Senior Technical Advisor / Officer	Specify minimum 20 years of experience and specialty.	$ 329	$ 329
Architect (Project)	Specify minimum 5 years of experience and specialty.	$ 149	$ 149
Senior Project Manager	Specify minimum 20 years of experience and specialty.	$ 318	$ 318
Senior Water Wastewater Engineer	Specify minimum 20 years of experience and specialty.	$ 292	$ 292

ATTACHMENT E – COST INFORMATION SCHEDULE

City of Waterbury

Water/Wastewater Engineer	Specify minimum 10 years of experience and specialty.	$ 239	$ 239
Construction Manager	Specify minimum 15 years of experience and specialty.	$ 244	$ 244

III. Respondents may provide pricing in Attachment D for the direct expense services it seeks to provide under this RFQ.

Item No.	Direct Expense Services	Unit of Measure	Rate Per Unit
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8	Blackline prints	Cost	Cost + 5 %
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12	Reproduction Costs	Per page	Cost + 5 %
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14	Outside Services (subconsultant/laboratory)	At Cost	Cost + 5 %

IV. Other Rates

Item No.	Description	Unit of Measure	Rate Per Unit
15	Mileage	Mile	IRS Rate + 5 %

NOTES:

1. All job classes noted above shall include the required modern equipment associated with the classification. For example, the hourly rate for a Licensed Surveyor or Draftsperson shall include the electronic surveying/drafting equipment respectively, software, equipment hourly operating costs, personnel protective equipment and other normal associated tools of the trade or profession.

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3. All job classes and rates include the consultant providing the City of Waterbury with electronic files of all work product in the form of a PDF and the format of the original software used to create the work product; however, all AutoCAD submissions to City shall be in the version required by the City's Engineering Department.

4. Straight time is defined as any contiguous 8 Hour period during any 2 calendar days.

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6. Response to Unscheduled or emergency calls outside of normal work day of 7AM to 5 PM will be paid for at the hourly rate for Overtime.

7. Respondents are not required to provide rates for all "Title/Class" listed, but only for those applicable to selected disciplines.

8. Where required, Consultant shall provide project cost estimating, and development of contract documents and specifications, based on City the City's standard documents and required formats.

END OF SECTION

City of Waterbury

Engineering Department

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

Memorandum

To: Board of Aldermen

From: Salvatore D. Porzio, Project Manager, Engineering Department

Date: July 29, 2025

Re: **Approval Request / Executive Summary** – Professional Services Agreement [RFQ No. 8132] for Engineering On-Call Services 2025 Through 2027 between The City of Waterbury, Connecticut and Civil 1, Inc.

The Engineering Department, in conjunction with the Public Works Department and Education Department, respectfully request your approval of the above-referenced agreement for On-Call Professional Services between the City of Waterbury and Civil 1, Inc. (the "Consultant").

As you may be aware, under RFQ No. 8132, the City solicited for various Engineering On-Call Services and the Section Committee, consisting of me, as Chairmen; Roy E. Cavanaugh, City Engineer; Denis Cuevas, Jacobs Business Manager, and Maureen McCauley, Assistant Director of Purchasing, selected the Consultant to provided various services, by discipline, to the City. (FYI: Please see Section 1.3 of the attached agreement for the specific services the Consultant has been deemed qualified to perform.)

And please be advised that this agreement is for services such as construction administration and resident engineer inspection services, rather than for engineering/design services (which, generally, are the services to be provided under the initial round of on-call agreements approved by your Board earlier this year).

All services requested under this agreement will be authorized through Task Orders and Purchase Orders following the rates and fees set forth in the Consultant's Cost Information Schedule Packet, which has been incorporated into the agreement as part of Attachment A (see attached agreement). Each Task Order will set out, on a project by process basis, the desired scope of work, monetary terms and time of performance for such work, plus all other pertinent project specific information.

The term of the agreement will run from the date of execution by the Mayor through December 31, 2027, and as an On-Call Agreement, there is no cost to the City associated with entering into

the agreement. Costs will be as identified in any issued Task Orders and Purchase Orders in accordance with the On-Call Agreement.

Accordingly, attached please find for your review and consideration copies of the proposed Agreement (with all Attachment A documents to date).

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

Thank you.

SDP/sdp
Attachment

cc: Attorney Lynn McHale, via email, w/o attachment.
Selection Committee Members, via email, w/o attachment.
David B. Simpson, Director of Public Works, via email, w/o attachment.
Carrie Swain, Clerk, Board of Education, via email, with attachment.
File C268

PROFESSIONAL SERVICES AGREEMENT
RFQ No. 8132
for
ENGINEERING ON-CALL SERVICES
2025 THROUGH 2027
between
The City of Waterbury, Connecticut
and
CIVIL 1, INC.

THIS AGREEMENT, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut 06702 (the "City") and CIVIL 1, INC., located at 43 SHERMAN HILL ROAD, SUITE D-101, WOODBURY, CT 06798, a State of Connecticut duly registered domestic corporation (the "Consultant").

WHEREAS, the Consultant submitted a proposal to the City responding to **RFQ No. 8132** for **ENGINEERING ON-CALL SERVICES 2025 THROUGH 2027**; and

WHEREAS, the City selected the Consultant to perform services regarding **RFQ No. 8132**; and

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

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

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

1.1. The Project consists of **ENGINEERING ON-CALL SERVICES 2025 THROUGH 2027** pertaining to services for which the Consultant has been deemed qualified by the City's Purchasing Director ("Qualified Engineering Services") as detailed and described in **Attachment A** and are hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Consultant as having been received, or are

otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

1.1.1 The City's **RFQ No. 8132** for **ENGINEERING ON-CALL SERVICES 2025 THROUGH 2027** (incorporated by reference);

1.1.2 **Addenda #1** to the City's **RFQ No. 8132**, dated October 23, 2024 and consisting of 8 pages (attached hereto);

1.1.3 The Consultant's Qualifications submitted in response to the City's **RFQ No. 8132**, dated November 1, 2024 and consisting of 67 pages (incorporated by reference), and the Consultant's completed ATTACHMENT E – COST INFORMATION SCHEDULE (6 page "Cost Information Schedule Packet") (attached hereto);

1.1.4 Consultant's Certificate(s) of Insurance (attached hereto);

1.1.5 All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference);

1.1.6 All permits and licenses (incorporated by reference); and

1.1.7 Any and all amendment(s) and Change Orders issued by the City after execution of Agreement (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 Consultant. In the event that any provision in the Contract Documents conflict with any other provision therein, the provision in the component part of the Contract Document first enumerated below shall govern over any other component part which follows it numerically:

1.2.1 Federal, State, and local laws, regulations, charter and ordinances

1.2.2 Contract Amendment(s) and Change Orders

1.2.3 Contract

1.2.4 Consultant's response to the City's **RFQ No. 8132**, dated November 1, 2024 and consisting of 67 pages, and Consultant's Cost Information Schedule, consisting of 6 pages

1.2.5 RFQ Addenda

1.2.6 RFQ Documents not included in 1.2.1-1.2.5

1.3 Task Order Development. The parties hereto agree that the City, through its Using Agency (i.e., City Department or Waterbury Development Corporation), may request from the Consultant at any time during the term of this Agreement a proposal to perform services pertaining to **Qualified Engineering Services** that shall be completed within the Contract Time of this Agreement and as further provided in the applicable Task Order(s) and agreed to by the Consultant. The Consultant's **Qualified Engineering Services** are:

- Construction or Resident Engineering Inspection Services
- Water Main Inspection Services

The Consultant shall prepare for the Using Agency's review, comment and approval a Task Order that:

1.3.1 assigns a Task Order number;
1.3.2 provides a general description of the Task Order project;
1.3.3 provides the time by which all work under the Task Order shall be completed;
1.3.4 proposes a not to exceed cost to perform all work under the Task Order with compensation being based upon the hourly rates provided in the Consultant's response to the City's **RFP No. 8132** and paid on a time and materials basis;
1.3.5 provides a spreadsheet of the Consultant's proposed level of effort for the Task Order work that includes staff positions and man-hours budgeted for each subtask within the Task Order;
1.3.6 addresses any comments provided by the Using Agency;

1.4 The parties hereto agree that no work shall commence under a Task Order until and unless it has been fully executed by the Consultant (through its Project Manager) and by the City (through the Department Head of the Using Agency) and a City Purchase Order for said work has been issued.

1.5 Task Order Process. The parties hereto agree that for all Task Orders approved in writing by the City's Using Agency:

1.5.1 The Using Agency shall process a requisition with the City's Finance Department for each specific Task Order;
1.5.2 The Using Agency shall not issue a Notice to Proceed with the Task Order work to the Consultant until and unless the City issues a Purchase Order for such work; and
1.5.3 The Consultant shall provide invoices to the Using Agency on a monthly basis for services rendered under each Task Order during the period in question and shall include therewith a narrative detailing the services rendered during the period in question and any further information requested by the Using Agency.

2. Consultant Representations Regarding Qualification and Accreditation. The Consultant represents that, to the extent required by law, its employees are licensed to perform

the scope of work set forth in this Contract. The Consultant further represents that its employees have the requisite skill, expertise and knowledge necessary to perform the scope of work required under the terms of this Contract, including any supplementary work and the City relies upon these.

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

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

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

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

(5) business days thereafter.

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

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

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

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

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

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

required ("Due Diligence") and thereby certifies that all such items facilities, services or functions are included in this Contract and thereby warrants that:

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

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

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

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

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

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

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

3.8. Reporting Requirement. Unless the applicable Task Order(s) provide otherwise, the Consultant shall deliver (at a minimum) weekly written Task Order updates in a form and with detail acceptable to the Using Agency and shall deliver monthly written reports to the City's Using Agency setting forth **(i)** the issue date of the report, **(ii)** the time period covered by the report, **(iii)** a brief description of the work and services completed by the Consultant and/or delivered by the Consultant during the time period covered by the report, **(iv)** expressed as a percentage of the total work and services required under this

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

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

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

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

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

agrees are necessary and appropriate to the service to be performed by the Consultant hereunder and the City will endeavor to secure, where feasible and where the City agrees it is necessary and appropriate, materials or information from other sources requested by the Consultant for the purpose of carrying out the services under this Contract.

5. Contract Time. The Consultant shall complete all work and services required under this Contract by **December 31, 2027** and in accordance with all Project Phase Completion Dates, Project Milestones, and Substantial and Final Completion Dates identified in fully executed Task Orders under this Contract ("Contract Time").

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

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

6.1. Fee Schedule. The fee payable to the Consultant shall be in accordance with the Consultant's response to **RFQ No. 8132**, dated November 1, 2024, Consultant's Cost Information Schedule Packet and all applicable fully executed Task Orders and Purchase Orders.

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

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

6.3. Review of Work. The Consultant shall permit the City to review, at any time, all work performed under the terms of this Contract at any stage of the work. The Consultant shall maintain or cause to be maintained all records, books or other documents relative to charges, costs, expenses, fees, alleged breaches of the Contract, settlement of

claims or any other matter pertaining to the Consultant's demand for payment. The City shall not certify fees for payment to the Consultant until the City has determines that the Consultant has completed the work in accordance with the requirements of this Contract.

6.4. Response Costs. All costs of the Consultant in preparing its Response to **RFQ No. 8132** shall be solely borne by the Consultant and are not included in the compensation to be paid by the City to the Consultant under this Contract or any other Contract.

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

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

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

8. Indemnification.

8.1. The Consultant shall indemnify, defend, and hold harmless the City, City's Boards, and Board of Education, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, design, drawings, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or

expenses **(i)** are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, **(ii)** are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of the Consultant, its employees, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder; **(iii)** enforcement action or any claim for breach of the Consultant duties hereunder or **(iv)** claim for intangible loss(es) including but not limited to business losses, lost profits or revenue, regardless of whether or not it is caused in part by a party indemnified hereunder.

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

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

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

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

8.6. In the event this Contract and/or the 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 Consultant shall indemnify, defend and hold harmless the City from any fine, penalty or other amounts imposed on the City under said statutes, regulations, Charter or Ordinances, if caused by Consultant, or its subcontractor, omission or commission..

9. Consultant's Insurance.

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

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

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

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

9.4.1 General Liability Insurance:

$1,000,000.00 Each Occurrence
$2,000,000.00 General Aggregate
$2,000,000.00 Products/Completed Operations Aggregate

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

9.4.2 Automobile Liability Insurance:

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

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

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

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

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

9.4.4 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, Professional Liability and Workers Compensation insurances

9.4.5 Professional Liability/E&O Insurance:

$1,000,000.00 Each Wrongful Act
$1,000,000.00 Aggregate
Professional liability (also known as, errors and omissions) insurance providing coverage to the Consultant.

Additionally, for services that may involve Contaminated and/or Hazardous Substances, the Consultant shall provide the following:

9.4.6 Contractor's Pollution Liability Insurance

$1,000,000.00 Each Occurrence/Claim
$1,000,000.00 Aggregate
There will be no exclusion for Hazardous materials, including Asbestos & Lead

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

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

9.7. Certificates of Insurance: The Consultant's General, Automobile and

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

9.8. 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.

9.9 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.

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

Regulations (29 CFR Part 5); the *HOUSING and COMMUNITY DEVELOPMENT ACT of 1974*, as amended; TITLE 31 and Section 12-430(7) of the State of Connecticut General Statutes. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference and made a part hereof.

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

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

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

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

10.3.2 The Consultant is aware of, and shall comply with, the provisions of both the Federal Davis-Bacon Act and the Federal American Recovery and Reinvestment Act of 2009, the provisions of both acts hereby incorporated by reference and made a part of this Contract. The Federal Davis-Bacon Act provides

that Federal wage rate laws apply to certain federally funded contracts. The American Recovery and Reinvestment Act ("ARRA") provides that Federal wage rate laws apply to all ARRA funded contracts regardless of the contract's dollar value.

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

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

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

12. 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 Consultant shall then be required to comply with the following (referred to as the "Section 3 clause"):

12.1. 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.

12.2. 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.

12.3. The Consultant agrees to send to each labor organization or representative of workers with which the Consultant has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Consultant'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.

12.4. The Consultant 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 Consultant will not subcontract with any subcontractor where the Consultant has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 135.

12.5. The Consultant will certify that any vacant employment positions, including training positions, that are filled (i) after the Consultant 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 Consultant's obligations under 24 C.F.R. part 135.

12.6. 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.

12.7. 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).

13. Termination.

13.1. Termination of Contract for Cause. If, through any cause, in part or in full, not the fault of the Consultant, the Consultant shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract , the City shall thereupon have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) business days before the effective date of such termination.

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

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

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

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

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

13.3.2 Effects of Reduced Levels of Funding. If funding is reduced by law, or funds to pay the Consultant for the agreed to level of the products, services and

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

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

13.4. Rights Upon Cancellation or Termination.

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

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

13.4.3 Termination by the Consultant. The Consultant may, by written

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

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

13.4.5 Delivery of Documents. In the event of termination of this Contract, **(i)** the Consultant shall promptly deliver to the City, in a manner reasonably specified by the City, all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. and other tangible items furnished by, or owned, leased, or licensed by, the City, and **(ii)** the City shall pay the Consultant for all services performed and deliverables completed and accepted (pro-rated for deliverables partially completed) prior to the effective date of the termination (except to the extent any invoice amount is disputed).

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

15. Force Majeure. Consultant 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:

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

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

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

16. Subcontracting. The Consultant shall not, without the prior written approval of the City, subcontract, in whole or in part, any of the Consultant's services. Any subcontractor so

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

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

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

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

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

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

21. Entire Agreement. This Contract shall constitute the complete and exclusive statement of the contract between the parties as it relates to this transaction and supersedes all

previous agreements and understandings, whether written or oral, relating to such subject matter. Any amendment to this Contract must be in writing and agreed to and executed by the City and the Consultant.

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

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

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

25. Contract Change Orders.

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

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

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

25.1.3 the Final Completion Date has not been changed.

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

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

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

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

26. Conflicts or Disputes. This Contract represents the full and complete concurrence between the City and the Consultant and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are **(i)** the City's aforementioned **RFP No. 8132** and **(ii)** the Consultant's proposal responding to the aforementioned **RFP No. 8132.**

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

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

27. Disputes; Legal Proceedings; Waiver of Trial by Jury and Continued Performance. The Consultant agrees that its waives a trial by jury as to any and all claims, causes of action or disputes arising out of this Contract or services to be provided pursuant to this

Contract. Notwithstanding any such claim, dispute or legal action, the Consultant shall continue to perform services under this Contract in a timely manner, unless otherwise directed by the City.

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

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

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

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

Consultant: CIVIL 1, INC.
43 SHERMAN HILL ROAD, SUITE D-101
WOODBURY, CT 06798

City: City of Waterbury
c/o _____
Waterbury, CT 0670_

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

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

32.1. It shall be a material breach of this Contract, and, except as may be permitted by regulations or rulings of the City of Waterbury Board of Ethics it shall be a violation of the City's Code of Ordinances, for any Public Official, City Employee or Member of a

Board or Commission who is participating directly or indirectly in the procurement process as set forth in the City's Code of Ordinances, including those participating in exempt transactions, to become or be the employee of any person contracting with the governmental body by whom the Official, Employee, or Board or Commission member is employed or is a member.

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

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

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

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

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

who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.

32.7. The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has **(i)** delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owned to the City; **(ii)** filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; **(iii)** delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and **(iv)** filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 32.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

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

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

32.10. The Consultant hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet 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"].

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

32.12. Every Person who conducts business with, contracts, with or provides commodities or services to the City, is charged with notice of the extent of the powers and

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

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

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

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

(signature page follows)

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

WITNESSES:

Sign:_____
Print name:

Sign:_____
Print name:

CITY OF WATERBURY

By:_____
Paul K. Pernerewski, Jr.
Mayor

Date: _____

WITNESSES:

Sign:_____
Print name:

Sign:_____
Print name:

CIVIL 1, INC.

By:_____
Print name:
Its _____

Date: _____

ATTACHMENT A

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

1.1.1 The City's **RFQ No. 8132** for **ENGINEERING ON-CALL SERVICES 2025 THROUGH 2027** (incorporated by reference);

1.1.2 **Addenda #1** to the City's **RFQ No. 8132**, dated October 23, 2024 and consisting of 8 pages (attached hereto);

1.1.3 The Consultant's Qualifications submitted in response to the City's **RFQ No. 8132**, dated November 1, 2024 and consisting of 67 pages (incorporated by reference), and the Consultant's completed ATTACHMENT E – COST INFORMATION SCHEDULE (6 page "Cost Information Schedule Packet") (attached hereto);

1.1.4 Consultant's Certificate(s) of Insurance (attached hereto);

1.1.5 All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference);

1.1.6 All permits and licenses (incorporated by reference); and

1.1.7 Any and all amendment(s) and Change Orders issued by the City after execution of Agreement (incorporated by reference).

MAURENN McCAULEY
ASSISTANT DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

October 23, 2024

RFQ 8132 Engineering On Call Services 2025-2027

Please Be Advised:

1. All Respondents are hereby notified that this Addendum No. 1 shall be part of the Contract Documents for the above referenced **RFQ #8132**.
2. This Addendum amends or supplements the RFP Documents. All provisions which are not so amended or supplemented remain in full force and effect.
3. Each Respondent shall be responsible for determining that it has received all Addenda issued and shall acknowledge receipt of all Addenda on the Addendum Acknowledgment Form (see Attachment C). Failure to do so may subject the Respondent to disqualification.

The RFQ Documents are hereby amended as follows:

Amendments to RFQ Documents:

1) Attachment D (Discipline List, BFO Information and MBE, DBE, WBE, SBE Status) – Delete Page 1 of 7 of Attachment D and replace with the attached "Attachment D, Page 1 of 7, Rev. - Addendum #1 – 10/23/2024."

2) Attachment E (Cost Information Schedule). Delete Page 1 of 6 of Attachment E and replace with the attached "Attachment E, Page 1 of 6, Rev. - Addendum #1 – 10/23/2024."

3) RFQ Subsection 2, Insurance Requirements, of Section B, Qualifications is deleted in its entirety and replaced by the one (1) page document attached hereto, entitled "**REQUEST FOR QUALIFICATIONS (RFQ # 8132) BY THE CITY OF WATERBURY FOR ENGINEERING ON-CALL SERVICES 2025 THROUGH 2027 Insurance Requirements.**"
Note: At time of contracting, the language in said attachment will be incorporated into the final Master Contracts.

4) Regarding information to be provided pursuant to RFQ Section H, Submittal Requirements & Required Format, any requests therein for information that is also required by SF330 need not be submitted, provided it is included in completed SF330 form.

235 GRAND STREET • WATERBURY, CONNECTICUT 06702 • PHONE: (203) 574-6749 • FAX: (203) 597-3437

<u>Clarifications</u>:

Notwithstanding statements to the contrary in the RFQ, one original (clearly identified as such) seven (7) paper copies of your firm's Response to RFQ are required. Qualifications submitted in response to this RFQ must include a letter of interest, together with general information on the firm and proposed sub consultants, the firm's brochure, current Federal Form SF330, experience of the firms, and resumes of key personnel as well as all other requested information / documentation, including Attachment D (Discipline List, BFO Information and MBE, DBE, WBE, SBE Status).

One original hard copy of Attachment E (Cost Information Schedule) shall be submitted in a separate, sealed envelope marked "Confidential: Attachment E (Cost Information Schedule).

Additionally, submit a portable memory device (flash drive) containing: a) Firm's Response to the RFQ (as one PDF) and b) a PDF of Firm's Attachment E (Cost Information Schedule).

Please refer to the questions and answers below.

Question: My company is very interested in participating as a Sub-Consultant. Where can I get the list of companies participating in this proposal?
Answer: No list exists, and thus, cannot be provided.

Question: Can the City clarify the scopes needed for Master Planning?
Answer:

1. Engage Stakeholders: Involve the community or relevant stakeholders to gather input and ensure their needs and aspirations are considered in the planning process. Experience in community outreach techniques and conducting successful Public Information Meetings and hearings.
2. Gather and Analyze Data: Collect data on current conditions, trends, and future projections. This could include demographic information, economic data, and environmental assessments.
3. Identify Goals and Objectives: Clearly define what City wants to achieve. This could be improving infrastructure, enhancing community services, neighborhood redevelopment or setting milestones. Planning can be for facilities, parks, sanitation, health initiatives, public buildings, transportation design, needs assessments, plans of conservation and development, etc…
4. Develop Strategies: Outline the steps needed to achieve City goals. This might include specific projects or phases, policy changes, or new initiatives.
5. Create an Implementation Plan: Detail how the strategies will be put into action, including timelines, responsible parties, and required resources.
6. Funding: Identify and assist or apply for funding using existing programs available.

7. Monitor and Adjust: Regularly review progress and make adjustments as needed to stay on track and address any emerging challenges.

Question: The City has requested a SF330 form for qualifications. A standard 330 form limits the submitter to only 10 projects. Would we be able to provide more than 10 projects for our firm in the SF330 format?
Answer: Yes – they should be applicable to the disciplines being submitted on (see additional related questions below).

Question: Under Section H, Submittal Requirements & Required Format, consultants are noted to provide seven (7) paper copies of our response. One needs to be clearly marked as an original. Is the original copy included in the seven (7) copies, or should we include the original and seven (7) copies in addition?
Answer: See "Amendments to RFQ Documents" above.

Question: Under section H. Submittal Requirements & Required Format, consultants are noted to provide seven (7) paper copies of our response. However, under no. 4, section H mentions including a USB drive in our submittal requirements. Is this USB drive specifically for the response to ' Cost Information Schedule/ Discipline List/BFO Information?
Answer: See "Amendments to RFQ Documents" above.

Question: For the separate Attachment submissions, do you expect 7 hard copies and 1 file uploaded to USB for strictly the Attachments? Or are the one (1) original, 7 paper copies including the full proposal, the attachments, and the USB? Please clarify the two separate submission processes.
Answer: See "Amendments to RFQ Documents" above.

Question: Under section H. Submittal Requirements & Required Format, Question 2, part b, Summary of Relevant Experience. We are requested to provide all our completed relevant projects that fall within the last five (5) years. Our office is one of many across the United States, specifically in the Northeast. Is this requesting projects only from our office in Connecticut office team or our company as a whole?
Answer: Provide at least 5 relevant projects. Your discretion whether or not projects are just from Connecticut office or from entire organization keeping in mind that the work will be done in the City and firm(s) selected to be based upon responsiveness.

Question: This solicitation is for On-Call Engineering but has a fee schedule that includes Architecture. Can an Architecture firm submit a fee schedule for Architectural Services only, without Engineering sub-contractors?
Answer: Yes.

Question: Please clarify that the submission for this On-Call includes one (1) full SF330 with all disciplines our firm is submitting under identified, rather than a categorical based submission.
Answer: One full SF 330.

Question: How many total projects is The City looking for? SF330 format calls for ten (10) total projects. Would this be ten (10) projects per discipline, or ten (10) projects total?
Answer: Can be up to ten per discipline submitted on.

Question: Given this RFQ was released on 10/8/2024, would it be possible to request an extension?
Answer: No; for various reasons, requests for extensions of time will not be considered.

Question: Attachment D, which lists the disciplines selected by the consultant, is to be included in a separate envelope. Since that attachment is to be opened after the QBS process, do we also identify our selected disciplines within the text of our submittal?
Answer: No need to identify selected disciplines within the text of our submittal. Attachment D shall not be submitted in the separate, sealed envelope. It shall now be submitted as part of the Firms response to the RFQ. (Only Attachment E [Cost Information Schedule] shall be submitted in a separate, sealed envelope marked "Confidential: Attachment E (Cost Information Schedule).

Question: During our review of the RFQ we noted that certain portions of the insurance requirements are not applicable to consulting services, including Builders Risk/Installation Floater Insurance and Contractor's Pollution Liability Insurance. Please let us know if these policies will be required as they are not traditionally held by consulting firms.
Answer:

Question: Relative to the City's standard agreement language, including Exhibits B1 and B2, would the City be amenable to negotiating mutually acceptable and insurable terms? Proposed modification would be provided as an appendix to the proposal response within the allowance noted in the exceptions and alternatives section of the RFQ.
Answer: Pursuant to Section H. Submittal Requirements & Required Format, Paragraph 6, Exceptions and Alternatives, Respondents may take exceptions to any requirement in the RFQ and/or offer alternatives to any provision thereof (including the attached City Contract form(s)); however, such exceptions or alternates cannot, in the sole discretion of the City, materially affect the substance of the RFQ or the provisions of the attached Contracts.

Further, the taking any exception or proposing any alternative is of not binding on the City, legally or otherwise, and in no way gives rise to any contractual relationship or rights, express or implied, between the City and the Respondent.

Lastly, while negotiations are permissible for contract provisions that are non-material in nature, please be advised that contract language pertaining to damages, insurance and/or indemnification is non-negotiable.

Thank you.

Maureen McCauley

Assistant Director of Purchasing – City of Waterbury

RFQ #8132 - ENGINEERING ON CALL SERVICES 2025 THROUGH 2027

ATTACHMENT D – DISCIPLINE LIST, BFO Information * And MBE, DBE, WBE, SBE STATUS**

NOTE: Attachment D shall be submitted as part of Firm's Repsonse to the RFQ. (Attachment D shall not be submitted in the separate, sealed envelope).

Submitted By: _____
(Print Firm Name)

Firm shall specify which disciplines they are submitting qualifications and provide BFO Information for each discipline selected.

* NOTE: If you have different BFO rates for various disciplines within your Firm, please provide this information, by discipline, where indicated below.

**NOTE: Provide MBE/DBE/WBE/SBE status and certification/documentation of same.

Additionally, on attached sheet(s), clearly identify any subconsultants/subcontractors, if known, and provided requested information.

Discipline	Check each discipline qualifications are being submitted	Indicate MBE, DBE, WBE, SBE Status and Ownership Percentage	BFO Information By Discipline (for 2025)	BFO Information By Discipline (for 2026)	BFO Information By Discipline (for 2027)
Roadway Engineering Design / Reconstruction	_____	_____	_____	_____	_____
Mechanical Engineering/Heating, Ventilation and Air Conditioning Engineering/Testing/ Adjusting/Balancing/Commissioning	_____	_____	_____	_____	_____
Electrical Engineering	_____	_____	_____	_____	_____

ATTACHMENT E – COST INFORMATION SCHEDULE

NOTE: An original hard copy of Attachment E shall be submitted in a separate, sealed envelope marked "Confidential: Cost Information Schedule."

Submitted By: _____
(Print Firm Name)

For Calendar Year(s): (check applicable*)

- ˇ 2025 – 2027, inclusive
- ˇ 2025
- ˇ 2026
- ˇ 2027

* Check applicable box(es) to indicate if providing cost information for entire 3-year initial Term, or for individual calendar years. If providing cost information for individual years, for each calendar year: a) make a copy of Attachment E, and b) check the appropriate box.

I. Respondents must provide pricing/rates in Attachment E for the services it seeks to provide under this RFQ.

Title/ Class	Job Description / Tasks	Straight Time	Overtime
Professional Engineer (Project) (Specialties include: civil, electrical, mechanical, structural, environmental, geotechnical, wastewater, landfill etc.).	Holds a bachelor's degree or higher in relevant engineering discipline. Licensed for this occupation by the CT Department of Consumer Protection. Designs and oversees construction of systems. Affixes professional engineer seal to documents when required. Specify minimum _____ years of experience and specialty.	$ _____	$ _____
Professional Engineer (Senior) (Specialties include: civil, electrical, mechanical, structural, environmental, geotechnical, wastewater, landfill etc.).	See Professional Engineer. Specify minimum _____ years of experience and specialty.	$ _____	$ _____

REQUEST FOR QUALIFICATIONS (RFQ # 8132)
BY
THE CITY OF WATERBURY
FOR
ENGINEERING ON-CALL SERVICES
2025 THROUGH 2027
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 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 coverage altered, 30 days written notice must be given to the City of Waterbury and the Waterbury Board of Education.

General Liability:	**$1,000,000 each Occurrence** **$2,000,000 General Aggregate** **$2,000,000 Products/ Completed Operations Aggregate**
Auto Liability:	**$1,000,000 Combined Single Limit each Accident** **Any Auto, All Owned and Hired Autos**
Workers Compensation:	**WC Statutory Limits** **Employer Liability (EL)** **$1,000,000 EL each Accident** **$1,000,000 EL Disease each Employee** **$1,000,000 EL Disease Policy Limits**
Excess/Umbrella Liability:	**$1,000,000 each Occurrence** **$1,000,000 Aggregate**
Professional Liability/E&O:	**$1,000,000 each Wrongful Act** **$1,000,000 Aggregate**

Additionally, for services that may involve Contaminated and/or Hazardous Substances, consultant shall also provide the following:

Contractor's Pollution Liability Insurance: **$1,000,000 each Occurrence**
$1,000,000 Aggregate
There will be no exclusion for Hazardous Materials, including Asbestos and Lead

Wording for Additional Insured Endorsement and Waiver of Subrogation:
The City 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.

ATTACHMENT E – COST INFORMATION SCHEDULE

NOTE: An original hard copy of Attachment E shall be submitted in a separate, sealed envelope marked "Confidential: Cost Information Schedule."

Submitted By: Civil 1, Inc.
(Print Firm Name)

For Calendar Year(s): (check applicable*)
- X 2025 – 2027, inclusive
- ˜ 2025
- ˜ 2026
- ˜ 2027

* Check applicable box(es) to indicate if providing cost information for entire 3-year initial Term, or for individual calendar years. If providing cost information for individual years, for each calendar year: a) make a copy of Attachment E, and b) check the appropriate box.

I. Respondents must provide pricing/rates in Attachment E for the services it seeks to provide under this RFQ.

Title/ Class	Job Description / Tasks	Straight Time	Overtime
Professional Engineer (Project) (Specialties include: civil, electrical, mechanical, structural, environmental, geotechnical, wastewater, landfill etc.).	Holds a bachelor's degree or higher in relevant engineering discipline. Licensed for this occupation by the CT Department of Consumer Protection. Designs and oversees construction of systems. Affixes professional engineer seal to documents when required. Specify minimum 7 years of experience and specialty.	$ 220.00	$ 265.00
Professional Engineer (Senior) (Specialties include: civil, electrical, mechanical, structural, environmental, geotechnical, wastewater, landfill etc.).	See Professional Engineer. Specify minimum 15 years of experience and specialty.	$ 240.00	$ 290.00

ATTACHMENT E – COST INFORMATION SCHEDULE

City of Waterbury

Engineer (Project) (Specialties include: civil, electrical, mechanical, structural, chemical, environmental, geotechnical, wastewater, landfill etc.).	Holds a bachelor's degree or higher in civil, mechanical, electrical, structural engineering or other relevant engineering discipline. Performs engineering tasks and analysis related to site investigation and designs projects, oversees construction of projects, etc. Specify minimum 2 years of experience and specialty.	$ 140.00	$ 170.00
Engineer (Senior) (Specialties include: civil, electrical, mechanical, structural, chemical, environmental, geotechnical, wastewater, landfill etc.).	See Engineer. Specify minimum 5 years of experience and specialty.	$ 160.00	$ 190.00
Cartographer/GIS Specialist	Prepares maps on topography, etc. to be digitized. Designs and draws original maps of cities and regions. Adapts existing maps. Uses geographic information systems and global positioning system to prepare maps of topography. Analyzes spatial and environmental data. Specify minimum_____ years of experience and specialty.	$	$
Draftsperson	Draws site plans, layouts, and detailed drawings on CAD System. Specify minimum_____ years of experience and specialty.	$ 120.00	$ 150.00
Senior Field Technician	Collects samples for material testing, performs field material testing provides field support, uses, maintains and deploys equipment. Specify minimum _____ years of experience and specialty.	$ 130.00	$ 155.00
Field Technician	Collects samples for material testing, performs field material testing, provides field support, uses, maintains and deploys equipment. Specify minimum _____ years of experience and specialty.	$ 130.00	$ 155.00
Licensed Surveyor	Licensed for this professional title by the CT Department of Consumer Protection. Specify minimum _____ years of experience and specialty.	$ 200.00	$ 240.00
Licensed Environmental Professional	Has engineering, geology or hydrogeology training and is licensed by the state of Connecticut for this professional title. Specify minimum _____ years of experience and specialty.	$	$
Wetland/Soil Scientist project	Holds a bachelor's or higher degree in soil science, geology, earth science, biology, botany or other relevant discipline plus specialized training and experience in wetland evaluation or soil science. Delineates wetlands using recognized Federal or state methodologies. Interprets and evaluates soil types. Classifies soil samples and evaluates effects of contaminants on wetlands and related animal and plant communities. Specify minimum _____ years of experience and specialty.	$	$
Architect	Holds a bachelor's degree or higher. Licensed for this professional title by the CT Department of Consumer Protection. Specify minimum _____ years of experience and specialty.	$	$

Landscape Architect	Holds a bachelor's degree or higher. Licensed by the CT Department of Consumer Protection. Specify minimum _____ years of experience and specialty.	$ _____	$ _____
Construction Inspector (Senior)	ACI and NICET certified or Professional Engineer, Specify minimum _____ years of experience and specialty.	$ _____	$ _____
Construction Inspector (Staff)	ACI and NICET certified Specify minimum _____ years of experience and specialty.	$ _____	$ _____
Project Manager	Oversees and coordinates projects from an administrative and operations standpoint. Initial contact at site for projects. City liaison. Specify minimum _____ years of experience and specialty.	$ _____	$ _____
Clerical Staff	Uses computers, typewriters and other office equipment to provide clerical and logistical support to project. May type reports, correspondence and other written material. May prepare bills, invoices, and related documents. Specify minimum _____ years of experience and specialty.	$ _____	$ _____
2 Man Survey Crew	Survey Crew consists of a party Chief with a minimum of 5 years of experience and a Rod Man with a minimum of 6 months experience,	$ 330.00	$ 400.00
3 Man Survey Crew	Survey Crew consists of a party Chief with an minimum of Four year's experience, Instrument man with a minimum of two years' experience and a Rod Man with a minimum of 6 months experience,	$ 460.00	$ 550.00

II. Respondents may provide additional job classes/titles below. These additional proposed job classes/titles may be considered if in the best interest of the City.

Title/ Class	Job Description / Tasks	Straight Time	Overtime
Principal In Charge	Specify minimum 20 years of experience and specialty. Civil Engineering & Land Development	$ 280.00	$ 340.00
	Specify minimum _____ years of experience and specialty.	$ _____	$ _____
	Specify minimum _____ years of experience and specialty.	$ _____	$ _____
	Specify minimum _____ years of experience and specialty.	$ _____	$ _____

_____	Specify minimum _____ years of experience and specialty. _____	$ _____	$ _____
_____	Specify minimum _____ years of experience and specialty. _____	$ _____	$ _____

III. Respondents may provide pricing in Attachment D for the direct expense services it seeks to provide under this RFQ.

Item No.	Direct Expense Services	Unit of Measure	Rate Per Unit
1	Printing Greater than 11" X 17"	S.F.	$ 1
2	Color Printing and photocopies (Up to 11"x17")	Each.	$ 0.75
3	Large Format Monochrome Printing and Plotting (sheet sizes greater than 11"x17")	S.F.	$ 1
4	Large Format Color Plotting (sheet sizes >11"x17")	S.F.	$ 1
5	Large Format Mylar Plotting	S.F.	$ 3.75
6	Electronic Scanning	S.F.	$ 0
7	In-house Printing and photocopies up to 11 X 17"	Each	$ 0.75
8	Blackline prints	Cost	Cost + 20 %
9	Plotting & printing charges (outside vendors)	Cost	Cost + 20 %
10	Regular Mail, Express or certified postage charges	Per item	Cost + 20 %
11	Other project-related reimbursable expenses	Cost	Cost + 20 %

12	Reproduction Costs	Per page	Cost + 20 %
13	Borings and test pits for subsurface investigation	At cost	Cost + 20 %
14	Outside Services (subconsultant/laboratory)	At Cost	Cost + 20 %

IV. Other Rates

Item No.	Description	Unit of Measure	Rate Per Unit
15	Mileage	Mile	IRS Rate + 20 %

NOTES:

1. All job classes noted above shall include the required modern equipment associated with the classification. For example, the hourly rate for a Licensed Surveyor or Draftsperson shall include the electronic surveying/drafting equipment respectively, software, equipment hourly operating costs, personnel protective equipment and other normal associated tools of the trade or profession.

2. NOTE: Rates/pricing provided above shall be either for the initial 3-year Term of the contract or for individual calendar years. No rate escalation is permitted. After the initial three (3) year Term, rate increases shall be requested in writing by the Firm and subject to negotiation, at the sole option of the City, on a yearly basis, for each of the two (2) one-year extensions.

3. All job classes and rates include the consultant providing the City of Waterbury with electronic files of all work product in the form of a PDF and the format of the original software used to create the work product; however, all AutoCAD submissions to City shall be in the version required by the City's Engineering Department.

4. Straight time is defined as any contiguous 8 Hour period during any 2 calendar days.

5. Overtime is defined as any working time over contiguous period over 8 Hours during any 2 calendar days.

6. Response to Unscheduled or emergency calls outside of normal work day of 7AM to 5 PM will be paid for at the hourly rate for Overtime.

7. Respondents are not required to provide rates for all "Title/Class" listed, but only for those applicable to selected disciplines.

8. Where required, Consultant shall provide project cost estimating, and development of contract documents and specifications, based on City the City's standard documents and required formats.

END OF SECTION

City of Waterbury

Engineering Department

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

Memorandum

To: Board of Aldermen

From: Salvatore D. Porzio, Project Manager, Engineering Department

Date: July 29, 2025

Re: **Approval Request / Executive Summary** – Professional Services Agreement [RFQ No. 8132] for Engineering On-Call Services 2025 Through 2027 between The City of Waterbury, Connecticut and HRP Associates, Inc.

The Engineering Department, in conjunction with the Public Works Department and Education Department, respectfully request your approval of the above-referenced agreement for On-Call Professional Services between the City of Waterbury and HRP Associates, Inc. (the "Consultant").

As you may be aware, under RFQ No. 8132, the City solicited for various Engineering On-Call Services and the Section Committee, consisting of me, as Chairmen; Roy E. Cavanaugh, City Engineer; Denis Cuevas, Jacobs Business Manager, and Maureen McCauley, Assistant Director of Purchasing, selected the Consultant to provided various services, by discipline, to the City. (FYI: Please see Section 1.3 of the attached agreement for the specific services the Consultant has been deemed qualified to perform.)

And please be advised that this agreement is for services such as construction administration and resident engineer inspection services, rather than for engineering/design services (which, generally, are the services to be provided under the initial round of on-call agreements approved by your Board earlier this year).

All services requested under this agreement will be authorized through Task Orders and Purchase Orders following the rates and fees set forth in the Consultant's Cost Information Schedule Packet, which has been incorporated into the agreement as part of Attachment A (see attached agreement). Each Task Order will set out, on a project by process basis, the desired scope of work, monetary terms and time of performance for such work, plus all other pertinent project specific information.

The term of the agreement will run from the date of execution by the Mayor through December 31, 2027, and as an On-Call Agreement, there is no cost to the City associated with entering into

the agreement. Costs will be as identified in any issued Task Orders and Purchase Orders in accordance with the On-Call Agreement.

Accordingly, attached please find for your review and consideration copies of the proposed Agreement (with all Attachment A documents to date).

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

Thank you.

SDP/sdp
Attachment

cc: Attorney Lynn McHale, via email, w/o attachment.
Selection Committee Members, via email, w/o attachment.
David B. Simpson, Director of Public Works, via email, w/o attachment.
Carrie Swain, Clerk, Board of Education, via email, with attachment.
File C268

PROFESSIONAL SERVICES AGREEMENT
RFQ No. 8132
for
ENGINEERING ON-CALL SERVICES
2025 THROUGH 2027
between
The City of Waterbury, Connecticut
and
HRP ASSOCIATES, INC.

THIS AGREEMENT, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut 06702 (the "City") and HRP ASSOCIATES, INC., located at 197 SCOTT SWAMP RD, FARMINGTON, CT 06032, a State of Connecticut duly registered domestic corporation (the "Consultant").

WHEREAS, the Consultant submitted a proposal to the City responding to **RFQ No. 8132** for **ENGINEERING ON-CALL SERVICES 2025 THROUGH 2027**; and

WHEREAS, the City selected the Consultant to perform services regarding **RFQ No. 8132**; and

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

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

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

1.1. The Project consists of **ENGINEERING ON-CALL SERVICES 2025 THROUGH 2027** pertaining to services for which the Consultant has been deemed qualified by the City's Purchasing Director ("Qualified Engineering Services") as detailed and described in **Attachment A** and are hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Consultant as having been received, or are

otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

1.1.1 The City's **RFQ No**. **8132** for **ENGINEERING ON-CALL SERVICES 2025 THROUGH 2027** (incorporated by reference);

1.1.2 **Addenda #1** to the City's **RFQ No. 8132**, dated October 23, 2024 and consisting of 8 pages (attached hereto);

1.1.3 The Consultant's Qualifications submitted in response to the City's **RFQ No. 8132**, dated November 1, 2024 and consisting of 73 pages (incorporated by reference), and the Consultant's 6 page Cost Information Schedule Packet (attached hereto);

1.1.4 Consultant's Certificate(s) of Insurance (attached hereto);

1.1.5 All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference);

1.1.6 All permits and licenses (incorporated by reference); and

1.1.7 Any and all amendment(s) and Change Orders issued by the City after execution of Agreement (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 Consultant. In the event that any provision in the Contract Documents conflict with any other provision therein, the provision in the component part of the Contract Document first enumerated below shall govern over any other component part which follows it numerically:

1.2.1 Federal, State, and local laws, regulations, charter and ordinances

1.2.2 Contract Amendment(s) and Change Orders

1.2.3 Contract

1.2.4 Consultant's response to the City's **RFQ No. 8132**, dated November 1, 2024 and consisting of 73 pages, including the Consultant's Cost Information Schedule

1.2.5 RFQ Addenda

1.2.6 RFQ Documents not included in 1.2.1-1.2.5

1.3 Task Order Development. The parties hereto agree that the City, through its Using Agency (i.e., City Department or Waterbury Development Corporation), may

request from the Consultant at any time during the term of this Agreement a proposal to perform services pertaining to **Qualified Engineering Services** that shall be completed within the Contract Time of this Agreement and as further provided in the applicable Task Order(s) and agreed to by the Consultant. The Consultant's **Qualified Engineering Services** are:

- Construction Administration
- Reservoir/Dam – Inspection Services

The Consultant shall prepare for the Using Agency's review, comment and approval a Task Order that:

1.3.1 assigns a Task Order number;
1.3.2 provides a general description of the Task Order project;
1.3.3 provides the time by which all work under the Task Order shall be completed;
1.3.4 proposes a not to exceed cost to perform all work under the Task Order with compensation being based upon the hourly rates provided in the Consultant's response to the City's **RFP No. 8132** and paid on a time and materials basis;
1.3.5 provides a spreadsheet of the Consultant's proposed level of effort for the Task Order work that includes staff positions and man-hours budgeted for each subtask within the Task Order;
1.3.6 addresses any comments provided by the Using Agency;

1.4 The parties hereto agree that no work shall commence under a Task Order until and unless it has been fully executed by the Consultant (through its Project Manager) and by the City (through the Department Head of the Using Agency) and a City Purchase Order for said work has been issued.

1.5 Task Order Process. The parties hereto agree that for all Task Orders approved in writing by the City's Using Agency:

1.5.1 The Using Agency shall process a requisition with the City's Finance Department for each specific Task Order;
1.5.2 The Using Agency shall not issue a Notice to Proceed with the Task Order work to the Consultant until and unless the City issues a Purchase Order for such work; and
1.5.3 The Consultant shall provide invoices to the Using Agency on a monthly basis for services rendered under each Task Order during the period in question and shall include therewith a narrative detailing the services rendered during the period in question and any further information requested by the Using Agency.

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

work required under the terms of this Contract, including any supplementary work and the City relies upon these.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.8. Reporting Requirement. Unless the applicable Task Order(s) provide otherwise, the Consultant shall deliver (at a minimum) weekly written Task Order updates in a form and with detail acceptable to the Using Agency and shall deliver monthly written reports to the City's Using Agency setting forth **(i)** the issue date of the report, **(ii)** the time period covered by the report, **(iii)** a brief description of the work and services completed by the Consultant and/or delivered by the Consultant during the time period covered by the report, **(iv)** expressed as a percentage of the total work and services required under this contract, the percentage of the total work represented by the work and services described

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

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

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

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

4. Responsibilities of the City. Upon the City's receipt of Consultant's written request, the City will provide the Consultant with all documents, data and other materials the City agrees are necessary and appropriate to the service to be performed by the Consultant

hereunder and the City will endeavor to secure, where feasible and where the City agrees it is necessary and appropriate, materials or information from other sources requested by the Consultant for the purpose of carrying out the services under this Contract.

5. Contract Time. The Consultant shall complete all work and services required under this Contract by **December 31, 2027** and in accordance with all Project Phase Completion Dates, Project Milestones, and Substantial and Final Completion Dates identified in fully executed Task Orders under this Contract ("Contract Time").

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

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

6.1. Fee Schedule. The fee payable to the Consultant shall be in accordance with the Consultant's response to **RFQ No. 8132**, dated November 1, 2024, Consultant's Cost Information Schedule Packet and all applicable fully executed Task Orders and Purchase Orders.

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

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

6.3. Review of Work. The Consultant shall permit the City to review, at any time, all work performed under the terms of this Contract at any stage of the work. The Consultant shall maintain or cause to be maintained all records, books or other documents relative to charges, costs, expenses, fees, alleged breaches of the Contract, settlement of claims or any other matter pertaining to the Consultant's demand for payment. The City

shall not certify fees for payment to the Consultant until the City has determines that the Consultant has completed the work in accordance with the requirements of this Contract.

6.4. Response Costs. All costs of the Consultant in preparing its Response to **RFQ No. 8132** shall be solely borne by the Consultant and are not included in the compensation to be paid by the City to the Consultant under this Contract or any other Contract.

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

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

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

8. Indemnification.

8.1. The Consultant shall indemnify, defend, and hold harmless the City, City's Boards, and Board of Education, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, design, drawings, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or expenses **(i)** are attributable to bodily injury, sickness, disease or death, or to injury to or

destruction of tangible property, including the loss of use resulting there from, **(ii)** are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of the Consultant, its employees, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder; **(iii)** enforcement action or any claim for breach of the Consultant duties hereunder or **(iv)** claim for intangible loss(es) including but not limited to business losses, lost profits or revenue, regardless of whether or not it is caused in part by a party indemnified hereunder.

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

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

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

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

8.6. In the event this Contract and/or the 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 Consultant shall indemnify, defend and hold harmless the City from any fine, penalty or other amounts imposed on the City under said statutes, regulations, Charter or Ordinances, if caused by Consultant, or its subcontractor, omission or commission..

9. Consultant's Insurance.

9.1. The Consultant shall not commence work under this Contract until all insurance

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

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

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

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

9.4.1 General Liability Insurance:

$1,000,000.00 Each Occurrence
$2,000,000.00 General Aggregate
$2,000,000.00 Products/Completed Operations Aggregate

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

9.4.2 Automobile Liability Insurance:

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

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

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

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

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

9.4.4 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, Professional Liability and Workers Compensation insurances

9.4.5 Professional Liability/E&O Insurance:

$1,000,000.00 Each Wrongful Act
$1,000,000.00 Aggregate
Professional liability (also known as, errors and omissions) insurance providing coverage to the Consultant.

Additionally, for services that may involve Contaminated and/or Hazardous Substances, the Consultant shall provide the following:

9.4.6 Contractor's Pollution Liability Insurance

$1,000,000.00 Each Occurrence/Claim
$1,000,000.00 Aggregate
There will be no exclusion for Hazardous materials, including Asbestos & Lead

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

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

9.7. Certificates of Insurance: The Consultant's General, Automobile and

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

9.8. 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.

9.9 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.

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

Regulations (29 CFR Part 5); the *HOUSING and COMMUNITY DEVELOPMENT ACT of 1974*, as amended; TITLE 31 and Section 12-430(7) of the State of Connecticut General Statutes. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference and made a part hereof.

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

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

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

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

10.3.2 The Consultant is aware of, and shall comply with, the provisions of both the Federal Davis-Bacon Act and the Federal American Recovery and Reinvestment Act of 2009, the provisions of both acts hereby incorporated by reference and made a part of this Contract. The Federal Davis-Bacon Act provides

that Federal wage rate laws apply to certain federally funded contracts. The American Recovery and Reinvestment Act ("ARRA") provides that Federal wage rate laws apply to all ARRA funded contracts regardless of the contract's dollar value.

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

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

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

12. 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 Consultant shall then be required to comply with the following (referred to as the "Section 3 clause"):

12.1. 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.

12.2. 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.

12.3. The Consultant agrees to send to each labor organization or representative of workers with which the Consultant has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Consultant'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.

12.4. The Consultant 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 Consultant will not subcontract with any subcontractor where the Consultant has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 135.

12.5. The Consultant will certify that any vacant employment positions, including training positions, that are filled (i) after the Consultant 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 Consultant's obligations under 24 C.F.R. part 135.

12.6. 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.

12.7. 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).

13. Termination.

13.1. Termination of Contract for Cause. If, through any cause, in part or in full, not the fault of the Consultant, the Consultant shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract , the City shall thereupon have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) business days before the effective date of such termination.

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

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

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

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

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

13.3.2 Effects of Reduced Levels of Funding. If funding is reduced by law, or funds to pay the Consultant for the agreed to level of the products, services and

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

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

13.4. Rights Upon Cancellation or Termination.

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

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

13.4.3 Termination by the Consultant. The Consultant may, by written

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

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

13.4.5 Delivery of Documents. In the event of termination of this Contract, **(i)** the Consultant shall promptly deliver to the City, in a manner reasonably specified by the City, all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. and other tangible items furnished by, or owned, leased, or licensed by, the City, and **(ii)** the City shall pay the Consultant for all services performed and deliverables completed and accepted (pro-rated for deliverables partially completed) prior to the effective date of the termination (except to the extent any invoice amount is disputed).

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

15. Force Majeure. Consultant 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:

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

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

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

16. Subcontracting. The Consultant shall not, without the prior written approval of the City, subcontract, in whole or in part, any of the Consultant's services. Any subcontractor so

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

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

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

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

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

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

21. Entire Agreement. This Contract shall constitute the complete and exclusive statement of the contract between the parties as it relates to this transaction and supersedes all

previous agreements and understandings, whether written or oral, relating to such subject matter. Any amendment to this Contract must be in writing and agreed to and executed by the City and the Consultant.

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

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

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

25. Contract Change Orders.

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

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

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

25.1.3 the Final Completion Date has not been changed.

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

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

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

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

26. Conflicts or Disputes. This Contract represents the full and complete concurrence between the City and the Consultant and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are **(i)** the City's aforementioned **RFP No. 8132** and **(ii)** the Consultant's proposal responding to the aforementioned **RFP No. 8132.**

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

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

27. Disputes; Legal Proceedings; Waiver of Trial by Jury and Continued Performance. The Consultant agrees that its waives a trial by jury as to any and all claims, causes of action or disputes arising out of this Contract or services to be provided pursuant to this

Contract. Notwithstanding any such claim, dispute or legal action, the Consultant shall continue to perform services under this Contract in a timely manner, unless otherwise directed by the City.

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

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

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

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

Consultant: HRP ASSOCIATES, INC.
197 SCOTT SWAMP RD
FARMINGTON, CT 06032

City: City of Waterbury
c/o _____
Waterbury, CT 0670__

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

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

32.1. It shall be a material breach of this Contract, and, except as may be permitted by

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

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

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

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

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

32.6. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this subsection 32.6, the failure to deliver

said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this subsection 32.6 shall not apply to full-time Employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.

32.7. The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has **(i)** delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owned to the City; **(ii)** filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; **(iii)** delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and **(iv)** filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 32.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

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

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

32.10. The Consultant hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet 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"].

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

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

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

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

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

(signature page follows)

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

WITNESSES:

Sign:_____
Print name:

Sign:_____
Print name:

CITY OF WATERBURY

By:_____
Paul K. Pernerewski, Jr.
Mayor

Date: _____

WITNESSES:

Sign:_____
Print name:

Sign:_____
Print name:

HRP ASSOCIATES, INC.

By:_____
Print name:
Its _____

Date: _____

ATTACHMENT A

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

1.1.1 The City's **RFQ No**. **8132** for **ENGINEERING ON-CALL SERVICES 2025 THROUGH 2027** (incorporated by reference);

1.1.2 **Addenda #1** to the City's **RFQ No. 8132**, dated October 23, 2024 and consisting of 8 pages (attached hereto);

1.1.3 The Consultant's Qualifications submitted in response to the City's **RFQ No. 8132**, dated November 1, 2024 and consisting of 73 pages (incorporated by reference), and the Consultant's 6 page Cost Information Schedule Packet (attached hereto);

1.1.4 Consultant's Certificate(s) of Insurance (attached hereto);

1.1.5 All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference);

1.1.6 All permits and licenses (incorporated by reference); and

1.1.7 Any and all amendment(s) and Change Orders issued by the City after execution of Agreement (incorporated by reference).

MAURENN McCAULEY
ASSISTANT DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

October 23, 2024

RFQ 8132 Engineering On Call Services 2025-2027

Please Be Advised:

1. All Respondents are hereby notified that this Addendum No. 1 shall be part of the Contract Documents for the above referenced **RFQ #8132**.
2. This Addendum amends or supplements the RFP Documents. All provisions which are not so amended or supplemented remain in full force and effect.
3. Each Respondent shall be responsible for determining that it has received all Addenda issued and shall acknowledge receipt of all Addenda on the Addendum Acknowledgment Form (see Attachment C). Failure to do so may subject the Respondent to disqualification.

The RFQ Documents are hereby amended as follows:

Amendments to RFQ Documents:

1) Attachment D (Discipline List, BFO Information and MBE, DBE, WBE, SBE Status) – Delete Page 1 of 7 of Attachment D and replace with the attached "Attachment D, Page 1 of 7, Rev. - Addendum #1 – 10/23/2024."

2) Attachment E (Cost Information Schedule). Delete Page 1 of 6 of Attachment E and replace with the attached "Attachment E, Page 1 of 6, Rev. - Addendum #1 – 10/23/2024."

3) RFQ Subsection 2, Insurance Requirements, of Section B, Qualifications is deleted in its entirety and replaced by the one (1) page document attached hereto, entitled "**REQUEST FOR QUALIFICATIONS (RFQ # 8132) BY THE CITY OF WATERBURY FOR ENGINEERING ON-CALL SERVICES 2025 THROUGH 2027 Insurance Requirements.**"
Note: At time of contracting, the language in said attachment will be incorporated into the final Master Contracts.

4) Regarding information to be provided pursuant to RFQ Section H, Submittal Requirements & Required Format, any requests therein for information that is also required by SF330 need not be submitted, provided it is included in completed SF330 form.

235 GRAND STREET • WATERBURY, CONNECTICUT 06702 • PHONE: (203) 574-6749 • FAX: (203) 597-3437

<u>Clarifications</u>:

Notwithstanding statements to the contrary in the RFQ, one original (clearly identified as such) seven (7) paper copies of your firm's Response to RFQ are required. Qualifications submitted in response to this RFQ must include a letter of interest, together with general information on the firm and proposed sub consultants, the firm's brochure, current Federal Form SF330, experience of the firms, and resumes of key personnel as well as all other requested information / documentation, including Attachment D (Discipline List, BFO Information and MBE, DBE, WBE, SBE Status).

One original hard copy of Attachment E (Cost Information Schedule) shall be submitted in a separate, sealed envelope marked "Confidential: Attachment E (Cost Information Schedule).

Additionally, submit a portable memory device (flash drive) containing: a) Firm's Response to the RFQ (as one PDF) and b) a PDF of Firm's Attachment E (Cost Information Schedule).

Please refer to the questions and answers below.

Question: My company is very interested in participating as a Sub-Consultant. Where can I get the list of companies participating in this proposal?
Answer: No list exists, and thus, cannot be provided.

Question: Can the City clarify the scopes needed for Master Planning?
Answer:

1. Engage Stakeholders: Involve the community or relevant stakeholders to gather input and ensure their needs and aspirations are considered in the planning process. Experience in community outreach techniques and conducting successful Public Information Meetings and hearings.
2. Gather and Analyze Data: Collect data on current conditions, trends, and future projections. This could include demographic information, economic data, and environmental assessments.
3. Identify Goals and Objectives: Clearly define what City wants to achieve. This could be improving infrastructure, enhancing community services, neighborhood redevelopment or setting milestones. Planning can be for facilities, parks, sanitation, health initiatives, public buildings, transportation design, needs assessments, plans of conservation and development, etc…
4. Develop Strategies: Outline the steps needed to achieve City goals. This might include specific projects or phases, policy changes, or new initiatives.
5. Create an Implementation Plan: Detail how the strategies will be put into action, including timelines, responsible parties, and required resources.
6. Funding: Identify and assist or apply for funding using existing programs available.

7. Monitor and Adjust: Regularly review progress and make adjustments as needed to stay on track and address any emerging challenges.

Question: The City has requested a SF330 form for qualifications. A standard 330 form limits the submitter to only 10 projects. Would we be able to provide more than 10 projects for our firm in the SF330 format?
Answer: Yes – they should be applicable to the disciplines being submitted on (see additional related questions below).

Question: Under Section H, Submittal Requirements & Required Format, consultants are noted to provide seven (7) paper copies of our response. One needs to be clearly marked as an original. Is the original copy included in the seven (7) copies, or should we include the original and seven (7) copies in addition?
Answer: See "Amendments to RFQ Documents" above.

Question: Under section H. Submittal Requirements & Required Format, consultants are noted to provide seven (7) paper copies of our response. However, under no. 4, section H mentions including a USB drive in our submittal requirements. Is this USB drive specifically for the response to ' Cost Information Schedule/ Discipline List/BFO Information?
Answer: See "Amendments to RFQ Documents" above.

Question: For the separate Attachment submissions, do you expect 7 hard copies and 1 file uploaded to USB for strictly the Attachments? Or are the one (1) original, 7 paper copies including the full proposal, the attachments, and the USB? Please clarify the two separate submission processes.
Answer: See "Amendments to RFQ Documents" above.

Question: Under section H. Submittal Requirements & Required Format, Question 2, part b, Summary of Relevant Experience. We are requested to provide all our completed relevant projects that fall within the last five (5) years. Our office is one of many across the United States, specifically in the Northeast. Is this requesting projects only from our office in Connecticut office team or our company as a whole?
Answer: Provide at least 5 relevant projects. Your discretion whether or not projects are just from Connecticut office or from entire organization keeping in mind that the work will be done in the City and firm(s) selected to be based upon responsiveness.

Question: This solicitation is for On-Call Engineering but has a fee schedule that includes Architecture. Can an Architecture firm submit a fee schedule for Architectural Services only, without Engineering sub-contractors?
Answer: Yes.

Question: Please clarify that the submission for this On-Call includes one (1) full SF330 with all disciplines our firm is submitting under identified, rather than a categorical based submission.
Answer: One full SF 330.

Question: How many total projects is The City looking for? SF330 format calls for ten (10) total projects. Would this be ten (10) projects per discipline, or ten (10) projects total?
Answer: Can be up to ten per discipline submitted on.

Question: Given this RFQ was released on 10/8/2024, would it be possible to request an extension?
Answer: No; for various reasons, requests for extensions of time will not be considered.

Question: Attachment D, which lists the disciplines selected by the consultant, is to be included in a separate envelope. Since that attachment is to be opened after the QBS process, do we also identify our selected disciplines within the text of our submittal?
Answer: No need to identify selected disciplines within the text of our submittal. Attachment D shall not be submitted in the separate, sealed envelope. It shall now be submitted as part of the Firms response to the RFQ. (Only Attachment E [Cost Information Schedule] shall be submitted in a separate, sealed envelope marked "Confidential: Attachment E (Cost Information Schedule).

Question: During our review of the RFQ we noted that certain portions of the insurance requirements are not applicable to consulting services, including Builders Risk/Installation Floater Insurance and Contractor's Pollution Liability Insurance. Please let us know if these policies will be required as they are not traditionally held by consulting firms.
Answer:

Question: Relative to the City's standard agreement language, including Exhibits B1 and B2, would the City be amenable to negotiating mutually acceptable and insurable terms? Proposed modification would be provided as an appendix to the proposal response within the allowance noted in the exceptions and alternatives section of the RFQ.
Answer: Pursuant to Section H. Submittal Requirements & Required Format, Paragraph 6, Exceptions and Alternatives, Respondents may take exceptions to any requirement in the RFQ and/or offer alternatives to any provision thereof (including the attached City Contract form(s)); however, such exceptions or alternates cannot, in the sole discretion of the City, materially affect the substance of the RFQ or the provisions of the attached Contracts.

Further, the taking any exception or proposing any alternative is of not binding on the City, legally or otherwise, and in no way gives rise to any contractual relationship or rights, express or implied, between the City and the Respondent.

Lastly, while negotiations are permissible for contract provisions that are non-material in nature, please be advised that contract language pertaining to damages, insurance and/or indemnification is non-negotiable.

Thank you.

Maureen McCauley

Assistant Director of Purchasing – City of Waterbury

RFQ #8132 - ENGINEERING ON CALL SERVICES 2025 THROUGH 2027

ATTACHMENT D – DISCIPLINE LIST, BFO Information * And MBE, DBE, WBE, SBE STATUS**

NOTE: Attachment D shall be submitted as part of Firm's Repsonse to the RFQ. (Attachment D shall not be submitted in the separate, sealed envelope).

Submitted By: _____
(Print Firm Name)

Firm shall specify which disciplines they are submitting qualifications and provide BFO Information for each discipline selected.

* NOTE: If you have different BFO rates for various disciplines within your Firm, please provide this information, by discipline, where indicated below.

**NOTE: Provide MBE/DBE/WBE/SBE status and certification/documentation of same.

Additionally, on attached sheet(s), clearly identify any subconsultants/subcontractors, if known, and provided requested information.

Discipline	Check each discipline qualifications are being submitted	Indicate MBE, DBE, WBE, SBE Status and Ownership Percentage	BFO Information By Discipline (for 2025)	BFO Information By Discipline (for 2026)	BFO Information By Discipline (for 2027)
Roadway Engineering Design / Reconstruction	_____	_____	_____	_____	_____
Mechanical Engineering/Heating, Ventilation and Air Conditioning Engineering/Testing/ Adjusting/Balancing/Commissioning	_____	_____	_____	_____	_____
Electrical Engineering	_____	_____	_____	_____	_____

ATTACHMENT E – COST INFORMATION SCHEDULE

NOTE: An original hard copy of Attachment E shall be submitted in a separate, sealed envelope marked "Confidential: Cost Information Schedule."

Submitted By: _____
(Print Firm Name)

For Calendar Year(s): (check applicable*)

- ˇ 2025 – 2027, inclusive
- ˇ 2025
- ˇ 2026
- ˇ 2027

* Check applicable box(es) to indicate if providing cost information for entire 3-year initial Term, or for individual calendar years. If providing cost information for individual years, for each calendar year: a) make a copy of Attachment E, and b) check the appropriate box.

I. Respondents must provide pricing/rates in Attachment E for the services it seeks to provide under this RFQ.

Title/ Class	Job Description / Tasks	Straight Time	Overtime
Professional Engineer (Project) (Specialties include: civil, electrical, mechanical, structural, environmental, geotechnical, wastewater, landfill etc.).	Holds a bachelor's degree or higher in relevant engineering discipline. Licensed for this occupation by the CT Department of Consumer Protection. Designs and oversees construction of systems. Affixes professional engineer seal to documents when required. Specify minimum _____ years of experience and specialty.	$ _____	$ _____
Professional Engineer (Senior) (Specialties include: civil, electrical, mechanical, structural, environmental, geotechnical, wastewater, landfill etc.).	See Professional Engineer. Specify minimum _____ years of experience and specialty.	$ _____	$ _____

REQUEST FOR QUALIFICATIONS (RFQ # 8132)
BY
THE CITY OF WATERBURY
FOR
ENGINEERING ON-CALL SERVICES
2025 THROUGH 2027
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 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 coverage altered, 30 days written notice must be given to the City of Waterbury and the Waterbury Board of Education.

General Liability:	**$1,000,000 each Occurrence** **$2,000,000 General Aggregate** **$2,000,000 Products/ Completed Operations Aggregate**
Auto Liability:	**$1,000,000 Combined Single Limit each Accident** **Any Auto, All Owned and Hired Autos**
Workers Compensation:	**WC Statutory Limits** **Employer Liability (EL)** **$1,000,000 EL each Accident** **$1,000,000 EL Disease each Employee** **$1,000,000 EL Disease Policy Limits**
Excess/Umbrella Liability:	**$1,000,000 each Occurrence** **$1,000,000 Aggregate**
Professional Liability/E&O:	**$1,000,000 each Wrongful Act** **$1,000,000 Aggregate**

Additionally, for services that may involve Contaminated and/or Hazardous Substances, consultant shall also provide the following:

Contractor's Pollution Liability Insurance: **$1,000,000 each Occurrence**
$1,000,000 Aggregate
There will be no exclusion for Hazardous Materials, including Asbestos and Lead

Wording for Additional Insured Endorsement and Waiver of Subrogation:
The City 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.

ATTACHMENT E – COST INFORMATION SCHEDULE

NOTE: An original hard copy of Attachment E shall be submitted in a separate, sealed envelope marked "Confidential: Cost Information Schedule."

Submitted By: HRP Associates, Inc.
(Print Firm Name)

For Calendar Year(s): (check applicable*)
- X 2025 – 2027, inclusive
- ˜ 2025
- ˜ 2026
- ˜ 2027

* Check applicable box(es) to indicate if providing cost information for entire 3-year initial Term, or for individual calendar years. If providing cost information for individual years, for each calendar year: a) make a copy of Attachment E, and b) check the appropriate box.

I. Respondents must provide pricing/rates in Attachment E for the services it seeks to provide under this RFQ.

Title/ Class	Job Description / Tasks	Straight Time	Overtime
Professional Engineer (Project) (Specialties include: civil, electrical, mechanical, structural, environmental, geotechnical, wastewater, landfill etc.).	Holds a bachelor's degree or higher in relevant engineering discipline. Licensed for this occupation by the CT Department of Consumer Protection. Designs and oversees construction of systems. Affixes professional engineer seal to documents when required. Specify minimum 20 years of experience and specialty.	$ 207	$ 207
Professional Engineer (Senior) (Specialties include: civil, electrical, mechanical, structural, environmental, geotechnical, wastewater, landfill etc.).	See Professional Engineer. Specify minimum 10 years of experience and specialty.	$ 198	$ 198

ATTACHMENT E – COST INFORMATION SCHEDULE

City of Waterbury

Engineer (Project) (Specialties include: civil, electrical, mechanical, structural, chemical, environmental, geotechnical, wastewater, landfill etc.).	Holds a bachelor's degree or higher in civil, mechanical, electrical, structural engineering or other relevant engineering discipline. Performs engineering tasks and analysis related to site investigation and designs projects, oversees construction of projects, etc. Specify minimum 5 years of experience and specialty.	$ 144	$ 144
Engineer (Senior) (Specialties include: civil, electrical, mechanical, structural, chemical, environmental, geotechnical, wastewater, landfill etc.).	See Engineer. Specify minimum 10 years of experience and specialty.	$ 153	$ 153
Cartographer/GIS Specialist	Prepares maps on topography, etc. to be digitized. Designs and draws original maps of cities and regions. Adapts existing maps. Uses geographic information systems and global positioning system to prepare maps of topography. Analyzes spatial and environmental data. Specify minimum 10 years of experience and specialty.	$ 144	$ 144
Draftsperson	Draws site plans, layouts, and detailed drawings on CAD System. Specify minimum 10 years of experience and specialty.	$ 144	$ 144
Senior Field Technician	Collects samples for material testing, performs field material testing provides field support, uses, maintains and deploys equipment. Specify minimum 10 years of experience and specialty.	$ 153	$ 153
Field Technician	Collects samples for material testing, performs field material testing, provides field support, uses, maintains and deploys equipment. Specify minimum 5 years of experience and specialty.	$ 117	$ 117
Licensed Surveyor	Licensed for this professional title by the CT Department of Consumer Protection. Specify minimum _____ years of experience and specialty.	$	$
Licensed Environmental Professional	Has engineering, geology or hydrogeology training and is licensed by the state of Connecticut for this professional title. Specify minimum 8 years of experience and specialty.	$ 189	$ 189
Wetland/Soil Scientist project	Holds a bachelor's or higher degree in soil science, geology, earth science, biology, botany or other relevant discipline plus specialized training and experience in wetland evaluation or soil science. Delineates wetlands using recognized Federal or state methodologies. Interprets and evaluates soil types. Classifies soil samples and evaluates effects of contaminants on wetlands and related animal and plant communities. Specify minimum _____ years of experience and specialty.	$	$
Architect	Holds a bachelor's degree or higher. Licensed for this professional title by the CT Department of Consumer Protection. Specify minimum _____ years of experience and specialty.	$	$

ATTACHMENT E – COST INFORMATION SCHEDULE

City of Waterbury

Landscape Architect	Holds a bachelor's degree or higher. Licensed by the CT Department of Consumer Protection. Specify minimum _____ years of experience and specialty.	$ _____	$ _____
Construction Inspector (Senior)	ACI and NICET certified or Professional Engineer, Specify minimum 5 years of experience and specialty.	$ 198	$ 198
Construction Inspector (Staff)	ACI and NICET certified Specify minimum 5 years of experience and specialty.	$ 117	$ 117
Project Manager	Oversees and coordinates projects from an administrative and operations standpoint. Initial contact at site for projects. City liaison. Specify minimum 10 years of experience and specialty.	$ 198	$ 198
Clerical Staff	Uses computers, typewriters and other office equipment to provide clerical and logistical support to project. May type reports, correspondence and other written material. May prepare bills, invoices, and related documents. Specify minimum 5 years of experience and specialty.	$ 99	$ 99
2 Man Survey Crew	Survey Crew consists of a party Chief with a minimum of ____ years of experience and a Rod Man with a minimum of 6 months experience,	$ _____	$ _____
3 Man Survey Crew	Survey Crew consists of a party Chief with an minimum of Four year's experience, Instrument man with a minimum of two years' experience and a Rod Man with a minimum of 6 months experience,	$ _____	$ _____

II. Respondents may provide additional job classes/titles below. These additional proposed job classes/titles may be considered if in the best interest of the City.

Title/ Class	Job Description / Tasks	Straight Time	Overtime
_____	Specify minimum _____ years of experience and specialty. _____	$ _____	$ _____
_____	Specify minimum _____ years of experience and specialty. _____	$ _____	$ _____
_____	Specify minimum _____ years of experience and specialty. _____	$ _____	$ _____
_____	Specify minimum _____ years of experience and specialty. _____	$ _____	$ _____

_____	Specify minimum _____ years of experience and specialty. _____	$ _____	$ _____
_____	Specify minimum _____ years of experience and specialty. _____	$ _____	$ _____

III. Respondents may provide pricing in Attachment D for the direct expense services it seeks to provide under this RFQ.

Item No.	Direct Expense Services	Unit of Measure	Rate Per Unit
1	Printing Greater than 11" X 17"	S.F.	$ 2.50
2	Color Printing and photocopies (Up to 11"x17")	Each.	$ 0.25
3	Large Format Monochrome Printing and Plotting (sheet sizes greater than 11"x17")	S.F.	$ 5.00
4	Large Format Color Plotting (sheet sizes >11"x17")	S.F.	$ 0.25
5	Large Format Mylar Plotting	S.F.	$ 10.00
6	Electronic Scanning	S.F.	$ 0.50
7	In-house Printing and photocopies up to 11 X 17"	Each	$ 0.25
8	Blackline prints	Cost	Cost + 20 %
9	Plotting & printing charges (outside vendors)	Cost	Cost + 20 %
10	Regular Mail, Express or certified postage charges	Per item	Cost + 20 %
11	Other project-related reimbursable expenses	Cost	Cost + 20 %

12	Reproduction Costs	Per page	Cost + 20 %
13	Borings and test pits for subsurface investigation	At cost	Cost + 20 %
14	Outside Services (subconsultant/laboratory)	At Cost	Cost + 20 %

IV. Other Rates

Item No.	Description	Unit of Measure	Rate Per Unit
15	Mileage	Mile	IRS Rate + 20 %

NOTES:

1. All job classes noted above shall include the required modern equipment associated with the classification. For example, the hourly rate for a Licensed Surveyor or Draftsperson shall include the electronic surveying/drafting equipment respectively, software, equipment hourly operating costs, personnel protective equipment and other normal associated tools of the trade or profession.

2. NOTE: Rates/pricing provided above shall be either for the initial 3-year Term of the contract or for individual calendar years. No rate escalation is permitted. After the initial three (3) year Term, rate increases shall be requested in writing by the Firm and subject to negotiation, at the sole option of the City, on a yearly basis, for each of the two (2) one-year extensions.

3. All job classes and rates include the consultant providing the City of Waterbury with electronic files of all work product in the form of a PDF and the format of the original software used to create the work product; however, all AutoCAD submissions to City shall be in the version required by the City's Engineering Department.

4. Straight time is defined as any contiguous 8 Hour period during any 2 calendar days.

5. Overtime is defined as any working time over contiguous period over 8 Hours during any 2 calendar days.

6. Response to Unscheduled or emergency calls outside of normal work day of 7AM to 5 PM will be paid for at the hourly rate for Overtime.

7. Respondents are not required to provide rates for all "Title/Class" listed, but only for those applicable to selected disciplines.

8. Where required, Consultant shall provide project cost estimating, and development of contract documents and specifications, based on City the City's standard documents and required formats.

END OF SECTION

City of Waterbury

Engineering Department

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

Memorandum

To: Board of Aldermen

From: Salvatore D. Porzio, Project Manager, Engineering Department

Date: July 29, 2025

Re: **Approval Request / Executive Summary** – Professional Services Agreement [RFQ No. 8132] for Engineering On-Call Services 2025 Through 2027 between The City of Waterbury, Connecticut and M&J Engineering, Inc.

The Engineering Department, in conjunction with the Public Works Department and Education Department, respectfully request your approval of the above-referenced agreement for On-Call Professional Services between the City of Waterbury and M&J Engineering, Inc. (the "Consultant").

As you may be aware, under RFQ No. 8132, the City solicited for various Engineering On-Call Services and the Section Committee, consisting of me, as Chairmen; Roy E. Cavanaugh, City Engineer; Denis Cuevas, Jacobs Business Manager, and Maureen McCauley, Assistant Director of Purchasing, selected the Consultant to provided various services, by discipline, to the City. (FYI: Please see Section 1.3 of the attached agreement for the specific services the Consultant has been deemed qualified to perform.)

All services requested under this agreement will be authorized through Task Orders and Purchase Orders following the rates and fees set forth in the Consultant's Cost Information Schedule Packet, which has been incorporated into the agreement as part of Attachment A (see attached agreement). Each Task Order will set out, on a project by process basis, the desired scope of work, monetary terms and time of performance for such work, plus all other pertinent project specific information.

The term of the agreement will run from the date of execution by the Mayor through December 31, 2027, and as an On-Call Agreement, there is no cost to the City associated with entering into the agreement. Costs will be as identified in any issued Task Orders and Purchase Orders in accordance with the On-Call Agreement.

Accordingly, attached please find for your review and consideration copies of the proposed Agreement (with all Attachment A documents to date).

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

Thank you.

SDP/sdp
Attachment

cc: Attorney Lynn McHale, via email, w/o attachment.
Selection Committee Members, via email, w/o attachment.
David B. Simpson, Director of Public Works, via email, w/o attachment.
Carrie Swain, Clerk, Board of Education, via email, with attachment.
File C268

PROFESSIONAL SERVICES AGREEMENT
RFQ No. 8132
for
ENGINEERING ON-CALL SERVICES
2025 THROUGH 2027
between
The City of Waterbury, Connecticut
and
M&J ENGINEERING INC

THIS AGREEMENT, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut 06702 (the "City") and M&J ENGINEERING INC, located at 116 Washington Ave, 2nd Floor, North Haven, CT 06473-1721, a State of Connecticut duly registered domestic corporation (the "Consultant").

WHEREAS, the Consultant submitted a proposal to the City responding to **RFQ No. 8132** for **ENGINEERING ON-CALL SERVICES 2025 THROUGH 2027**; and

WHEREAS, the City selected the Consultant to perform services regarding **RFQ No. 8132**; and

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

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. Scope of Services. The Consultant shall furnish all of the labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. necessary to complete the Project as specified in this agreement (also referred to herein as "Contract") and such shall be completed in a satisfactory manner, as reasonably determined by the City. All labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. shall comply with any and all applicable Local, State and Federal laws, statutes, ordinances and regulations and with generally accepted professional standards. The Consultant shall make such revisions or modifications to its work, at its own cost and expense, as the City may require in order to be deemed complete.

1.1. The Project consists of **ENGINEERING ON-CALL SERVICES 2025 THROUGH 2027** pertaining to services for which the Consultant has been deemed qualified by the City's Purchasing Director ("Qualified Engineering Services") as detailed and described in **Attachment A** and are hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Consultant as having been received, or are

otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

1.1.1 The City's **RFQ No**. **8132** for **ENGINEERING ON-CALL SERVICES 2025 THROUGH 2027** (incorporated by reference);

1.1.2 **Addenda #1** to the City's **RFQ No. 8132**, dated October 23, 2024 and consisting of 8 pages (attached hereto);

1.1.3 The Consultant's Qualifications submitted in response to the City's **RFQ No. 8132**, dated November 1, 2024 and consisting of 84 pages (incorporated by reference), and the Consultant's completed ATTACHMENT D – DISCIPINE LIST, and ATTACHMENT E – COST INFORMATION SCHEDULE (13 page "Cost Information Schedule Packet") (attached hereto);

1.1.4 Consultant's Certificate(s) of Insurance (attached hereto);

1.1.5 All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference);

1.1.6 All permits and licenses (incorporated by reference); and

1.1.7 Any and all amendment(s) and Change Orders issued by the City after execution of Agreement (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 Consultant. In the event that any provision in the Contract Documents conflict with any other provision therein, the provision in the component part of the Contract Document first enumerated below shall govern over any other component part which follows it numerically:

1.2.1 Federal, State, and local laws, regulations, charter and ordinances

1.2.2 Contract Amendment(s) and Change Orders

1.2.3 Contract

1.2.4 Consultant's response to the City's **RFQ No. 8132**, dated November 1, 2024 and consisting of 84 pages, and Consultant's Cost Information Schedule, consisting of 13 pages

1.2.5 RFQ Addenda

1.2.6 RFQ Documents not included in 1.2.1-1.2.5

1.3 Task Order Development. The parties hereto agree that the City, through its Using Agency (i.e., City Department or Waterbury Development Corporation), may request from the Consultant at any time during the term of this Agreement a proposal to perform services pertaining to **Qualified Engineering Services** that shall be completed within the Contract Time of this Agreement and as further provided in the applicable Task Order(s) and agreed to by the Consultant. The Consultant's **Qualified Engineering Services** are:

- Construction Administration
- Construction or Resident Engineering Inspection Services

The Consultant shall prepare for the Using Agency's review, comment and approval a Task Order that:

1.3.1 assigns a Task Order number;
1.3.2 provides a general description of the Task Order project;
1.3.3 provides the time by which all work under the Task Order shall be completed;
1.3.4 proposes a not to exceed cost to perform all work under the Task Order with compensation being based upon the hourly rates provided in the Consultant's response to the City's **RFP No. 8132** and paid on a time and materials basis;
1.3.5 provides a spreadsheet of the Consultant's proposed level of effort for the Task Order work that includes staff positions and man-hours budgeted for each subtask within the Task Order;
1.3.6 addresses any comments provided by the Using Agency;

1.4 The parties hereto agree that no work shall commence under a Task Order until and unless it has been fully executed by the Consultant (through its Project Manager) and by the City (through the Department Head of the Using Agency) and a City Purchase Order for said work has been issued.

1.5 Task Order Process. The parties hereto agree that for all Task Orders approved in writing by the City's Using Agency:

1.5.1 The Using Agency shall process a requisition with the City's Finance Department for each specific Task Order;
1.5.2 The Using Agency shall not issue a Notice to Proceed with the Task Order work to the Consultant until and unless the City issues a Purchase Order for such work; and
1.5.3 The Consultant shall provide invoices to the Using Agency on a monthly basis for services rendered under each Task Order during the period in question and shall include therewith a narrative detailing the services rendered during the period in question and any further information requested by the Using Agency.

2. Consultant Representations Regarding Qualification and Accreditation. The Consultant represents that, to the extent required by law, its employees are licensed to perform the scope of work set forth in this Contract. The Consultant further represents that its employees have the requisite skill, expertise and knowledge necessary to perform the scope of work required under the terms of this Contract, including any supplementary work and the City relies upon these.

2.1. Representations regarding Personnel. The Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or of personnel having a contractual relationship with the City is approved by the City in writing. As set forth above, all the services required hereunder shall be performed by the Consultant under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

2.2. Representations regarding Qualifications. The Consultant hereby represents that, to the extent required by Federal, State and Local statutes, regulations, codes, ordinances, and policies, that the Consultant and/or its employees be licensed, certified, registered, or otherwise qualified, the Consultant and all employees providing services under this Contract, are in full compliance with those statutes, regulations and ordinances. Upon City request, the Consultant shall provide to the City a copy of the Consultant's licenses, certifications, registrations, etc.

3. Responsibilities of the Consultant. All data, information, etc. given by the City to the Consultant and/or created by the Consultant shall be treated by the Consultant as proprietary to the City and confidential unless the City agrees in writing to the contrary and shall be used solely for the purposes of providing services under this Contract. The Consultant agrees to forever hold in confidence all files, records, documents and other information which may come into the Contractor's possession during the term of this Contract, except where a disclosure is expressly stated as a requirement of this Contract. Notwithstanding the foregoing, where a Consultant disclosure is required to comply with statute, regulation, or court order, the Consultant shall provide prior advance written notice to the City of the need for such disclosure. The Consultant agrees to properly implement the services required in the manner herein provided.

3.1. Use of City Property. To the extent the Consultant is required to be on City property to render its services hereunder, the Consultant shall have access to such areas of City property as the City and the Consultant agree are necessary for the performance of the Consultant's services under this Contract (the "Site" or the "Premises") and at such times as the City and the Consultant may mutually agree. Consultant shall perform all work in full compliance with Local, State and Federal health and safety regulations. All work hereunder shall be performed in a safe manner. Consultant shall immediately correct any dangerous condition caused by or resulting from its work. If it fails to correct, or to act diligently to correct, any condition which City reasonably believes to be a hazard to

persons or property, then immediately upon oral or written notice to any supervisory or similar personnel of Consultant, City may, but shall not be required to, correct same at Consultant's expense. City shall confirm in writing any oral notice given within five (5) business days thereafter.

3.2. Working Hours. To the extent the Consultant is required to be on City property to render its services hereunder, the Consultant shall coordinate its schedule so that work on the Premises is performed during those hours the City sets forth in a written notice to the Consultant, unless written permission is obtained from the City to work during other times. This condition shall not excuse Consultant from timely performance under the Contract. The work schedule must be agreed upon by the City and the Consultant.

3.3. Cleaning Up. To the extent the Consultant is required to be on City property to render its services hereunder, the Consultant shall at all times keep the Premises free from accumulation of waste materials or rubbish caused by Consultant, its employees or subcontractors, and at the completion of the work shall remove all rubbish from and about the Project and all tools, scaffolding and surplus materials and shall leave the Premises "broom clean" or its equivalent, unless more exactly specified. In case of dispute, the City may remove the rubbish and charge the cost to the Consultant.

3.4. Publicity. Consultant agrees not to deliberately disclose the fact that the City has entered into or terminated this Contract or disclose any of the terms of the Contract or use the City's name in connection with any publicity, unless the City gives prior written consent to such use of the City's name in each instance.

3.5. Standard of Performance. All workmanship, services, materials or equipment, either at the Premises or intended for it, shall conform in all respects with the requirements of all this Contract, and shall be the best obtainable from the crafts and trades. In all cases, the services, materials, equipment, reports, plans, specifications, deliverables, workmanship, etc. shall be equal to or better than the grade specified, and the best of their kind that is obtainable for the purpose for which they are intended. The standard of care and skill for all services performed by the Consultant shall be that standard of care and skill ordinarily used by other members of the Consultant's profession practicing under the same or similar conditions at the same time and in the same locality. The Consultant's services rendered hereunder shall be rendered completely and by qualified personnel in accordance with standard industry practice.

3.6. Consultant's Employees. The Consultant shall at all times enforce strict discipline and good order among its employees, and shall not employ any unfit person or anyone not skilled in the work assigned.

3.7. Due Diligence Obligation. The Consultant acknowledges its responsibilities to examine and to be thoroughly familiar with the City’s proposal document, including, but not limited to the specifications, and any addenda thereto. The Consultant hereby

warrants and represents that prior to the submission of its proposal during the proposal process it reviewed or was afforded opportunity, by the City, to review all physical items, facilities, services or functions essential to the satisfactory performance of the services required ("Due Diligence") and thereby certifies that all such items facilities, services or functions are included in this Contract and thereby warrants that:

3.7.1 it conducted or had opportunity to conduct all Due Diligence prior to the submission of its proposal and, accordingly, any additional costs, services or products resulting from the failure of the Consultant to complete Due Diligence prior to submission of its proposal shall be borne by the Consultant. Furthermore the Consultant had the opportunity during the proposal process to ask questions it saw fit and to review the responses from the City;

3.7.2 its failure or omission to make investigation and verification of data shall, in no way, be cause for future claim of ignorance of such data or conditions nor shall such failure to investigate and verify be the basis for any claim whatsoever, monetary or otherwise;

3.7.3 it is solely responsible for resolving any issues resulting from the failure to conduct Due Diligence and shall assume any costs that may result during the implementation of the Project, including, but not limited to, adherence to specifications and pricing for the Project.

3.7.4 it was responsible for specifying any changes and disclosing any new costs prior to the submittal of its proposal. Thus, in the event any changes or costs are disclosed by the Consultant, or otherwise required, during the performance of its services, the sole responsibility for any modification, delay and cost of such changes shall reside with the Consultant.

3.7.5 has familiarized itself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and Federal, State and Local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work;

3.7.6 has given the City written notice of any conflict, error or discrepancy that the Consultant has discovered in the Proposal Documents; and

3.7.7 agrees that the Proposal Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

3.8. Reporting Requirement. Unless the applicable Task Order(s) provide otherwise, the Consultant shall deliver (at a minimum) weekly written Task Order updates in a form and with detail acceptable to the Using Agency and shall deliver monthly written reports to the City's Using Agency setting forth **(i)** the issue date of the report, **(ii)** the time

period covered by the report, **(iii)** a brief description of the work and services completed by the Consultant and/or delivered by the Consultant during the time period covered by the report, **(iv)** expressed as a percentage of the total work and services required under this contract, the percentage of the total work represented by the work and services described in subsection iii above, **(v)** expressed as a percentage of this contract's Section 6 total compensation, the percentage of the total compensation represented by the work and services described in subsection iii above, **(vi)** the Consultant's declaration as to whether the entirety of the Consultant's work and services required in this contract will be, or will not be, completed within the Contract's Section 6 total compensation amount, and **(vii)** any and all additional useful and/or relevant information. Each report shall be signed by a Consultant representative acceptable to the City's Using Agency.

NOTE: the Consultant's failure to deliver any report required herein shall be deemed a material breach of this Contract, the City hereby reserving the right to exercise all available legal remedy(ies) to address said breach.

3.9. Activities, Work, and Services Performed in Department of Education Facilities, on School Grounds, at Student Sporting Events, and/or where City Students are Present. For all activities in school facilities and/or Department of Education facilities, the Consultant shall first be required to coordinate all on-site visits and activities with the appropriate Department/personnel in Education, or the designated person and shall obtain any necessary clearance, ID badges, etc. Consultant shall enter and exit all school facilities and Department of Educational facilities as designated as authorized by the appropriate Department/personnel in Education, or the designated person.

3.10. Criminal Background Check and DCF Registry Check. The Consultant shall comply with the requirements of C.G.S. 10-222 c (g) and shall ensure, and represents to the City, that any employee who will be on school grounds/Department of Education Property/at Department of Education events and/or where City students 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 Consultant shall further ensure, and represents to the City that any person who will have direct contact with a student has submitted to a records check of the Department of Children and Families Child Abuse and Neglect Registry established pursuant to Conn. Gen. Stat. §17a-101k, as well as State and National criminal history records checks conducted in accordance with Conn. Gen. Stat. §29-17a, the Federal National Child Protection Act of 1993, and the Federal Volunteers for Children Act of 1998. The Consultant shall not permit any person with a disqualifying criminal history to have contact with a student. The Consultant agrees that "direct contact" shall include the Consultant and its employees providing services under this Contract if said services are performed on school grounds/Department of Education Property/at Department of Education events and/or where City students are

present.

4. Responsibilities of the City. Upon the City's receipt of Consultant's written request, the City will provide the Consultant with all documents, data and other materials the City agrees are necessary and appropriate to the service to be performed by the Consultant hereunder and the City will endeavor to secure, where feasible and where the City agrees it is necessary and appropriate, materials or information from other sources requested by the Consultant for the purpose of carrying out the services under this Contract.

5. Contract Time. The Consultant shall complete all work and services required under this Contract by **December 31, 2027** and in accordance with all Project Phase Completion Dates, Project Milestones, and Substantial and Final Completion Dates identified in fully executed Task Orders under this Contract ("Contract Time").

5.1. Time is and shall be of the essence for all Project milestones, completion date for the Project. The Consultant further agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract time stated above. It is expressly understood and agreed, by and between the Consultant and City, that the Contract Time is reasonable for the completion of the Work. The Consultant shall be subject to City imposed fines and/or penalties in the event the Consultant breaches the foregoing dates.

6. Compensation. The City shall compensate the Consultant for satisfactory provision of all of the goods and services set forth in this Contract as follows in this Section 6.

6.1. Fee Schedule. The fee payable to the Consultant shall be in accordance with the Consultant's response to **RFQ No. 8132**, dated November 1, 2024, Consultant's Cost Information Schedule Packet and all applicable fully executed Task Orders and Purchase Orders.

6.2. Limitation of Payment. Compensation payable to the Consultant is limited to those fees set forth in Section 6.1. above. Such compensation shall be paid by the City upon review and approval of the Consultant's invoices for payment and review of the work, services, deliverables, etc. required in this Contract and review as may be further required by the Charter and Ordinances of the City. Consultant's invoices shall describe the work, services, reports, plans, specifications, deliverables, etc. rendered and the compensation sought therefore in a form and with detail and clarity acceptable to the City.

6.2.1 The Consultant and its affiliates are hereby provided with notice that the City reserves the right, in the City's sole discretion, to offset, withhold, or otherwise reduce City payment(s) to the Consultant in an amount equaling the sum or sums of money the Consultant and/or its affiliates is/are, or becomes delinquent or in arrears on, regarding the Consultant's and/or its affiliate's real and personal tax obligations to the City.

6.3. Review of Work. The Consultant shall permit the City to review, at any time, all work performed under the terms of this Contract at any stage of the work. The Consultant shall maintain or cause to be maintained all records, books or other documents relative to charges, costs, expenses, fees, alleged breaches of the Contract, settlement of claims or any other matter pertaining to the Consultant's demand for payment. The City shall not certify fees for payment to the Consultant until the City has determines that the Consultant has completed the work in accordance with the requirements of this Contract.

6.4. Response Costs. All costs of the Consultant in preparing its Response to **RFQ No. 8132** shall be solely borne by the Consultant and are not included in the compensation to be paid by the City to the Consultant under this Contract or any other Contract.

6.5. Payment for Services, Materials, Employees. The Consultant shall be fully and solely responsible for the suitability, and compliance with the Contract, of all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. furnished to the City under this Contract. The Consultant shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc., going into the work, and all bills for insurance, bonds, Worker's Compensation coverage, Federal and State Unemployment Compensation, and Social Security charges applicable to this Project. Before final payment is made, the Consultant shall furnish a legal statement to the City that all payments required under this subparagraph have been made.

6.6. Liens. Neither the final payment nor any part of the retained percentage, if any, shall become due until the Consultant shall deliver to the City a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof, and, in either case, an affidavit that so far as the Consultant has knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed; but the Consultant may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the City, to indemnify it against any lien. If any lien remains unsatisfied after all payments are made, the Consultant shall refund to the City all moneys that the City may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

7. Passing of Title and Risk of Loss. Title to each item of equipment, material, reports, plans, specifications, supplies, services, etc. required to be delivered to the City hereunder shall pass to City upon City payment to the Consultant for that item. Consultant and its insurer shall assume the risk of loss or damage up to and including the date title passes, except that City shall be responsible for loss or damage caused by City's negligence.

8. Indemnification.

8.1. The Consultant shall indemnify, defend, and hold harmless the City, City's Boards, and Board of Education, commissions, agents, officials and employees from

and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, design, drawings, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or expenses **(i)** are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, **(ii)** are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of the Consultant, its employees, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder; **(iii)** enforcement action or any claim for breach of the Consultant duties hereunder or **(iv)** claim for intangible loss(es) including but not limited to business losses, lost profits or revenue, regardless of whether or not it is caused in part by a party indemnified hereunder.

8.2. In any and all claims against the City or any of its boards, agents, employees or officers by the Consultant or any employee of the Consultant, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 8.1, above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Consultant or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

8.3. The Consultant understands and agrees that any insurance required by this Contract, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City as provided in this Contract.

8.4. The Consultant expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City and the City's boards, agents, employees or officers as provided herein.

8.5. Royalties and Patents. The Consultant shall, for all time, secure to the City the free and undisputed right to the use of any and all patented articles and methods used in the work and shall defend at Consultant's own expense any and all suits for infringement or alleged infringement of such patents, and in the event of adverse award under patent suits, the Consultant shall pay such awards and hold the City harmless in connection with any patent suits that may arise as a result of installations made by the Consultant and as to any award made thereunder.

8.6. In the event this Contract and/or the 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 Consultant shall indemnify, defend and hold harmless the City from any fine, penalty or other amounts imposed on the City under said statutes, regulations, Charter or Ordinances, if caused

by Consultant, or its subcontractor, omission or commission..

9. Consultant's Insurance.

9.1. The Consultant shall not commence work under this Contract until all insurance required under this Section 9 has been obtained by the Consultant and such insurance has been approved by the City. The Consultant shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an A.M. Best financial size category of VII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

9.2. At no additional cost to the City, the Consultant shall purchase and maintain the insurance coverages set forth below which shall protect the City from claims which may arise out of or result from the Consultant's obligation under this Contract, whether such obligations are the Consultant's or subcontractor or person or entity directly or indirectly employed by said Consultant or subcontractor, or by any person or entity for whose acts said Consultant or subcontractor may be liable.

9.3. Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this Contract and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.

9.4. The following policies with stated limits shall be maintained, in full force and effect, at all times during which the services are to be performed by the Consultant:

9.4.1 General Liability Insurance:

$1,000,000.00 Each Occurrence
$2,000,000.00 General Aggregate
$2,000,000.00 Products/Completed Operations Aggregate

Providing coverage to protect the City for all damages arising out of bodily injuries, sickness to or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.

9.4.2 Automobile Liability Insurance:

$1,000,000.00 combined single limit (CSL)

Providing coverage to protect the City with respect to claims for damage for bodily injury and or property damage arising out of ownership, maintenance, operation, use or loading and unloading of any auto including hired & non-owned autos.

9.4.3 Workers' Compensation: Statutory Limits within the State of Connecticut: Employers' Liability:

EL Each Accident **$1,000,000.00**
EL Disease Each Employee **$1,000,000.00**
EL Disease Policy Limit **$1,000,000.00**

Consultant shall comply with all State of Connecticut statutes as it relates to workers' compensation.

9.4.4 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, Professional Liability and Workers Compensation insurances

9.4.5 Professional Liability/E&O Insurance:

$1,000,000.00 Each Wrongful Act
$1,000,000.00 Aggregate
Professional liability (also known as, errors and omissions) insurance providing coverage to the Consultant.

Additionally, for services that may involve Contaminated and/or Hazardous Substances, the Consultant shall provide the following:

9.4.6 Contractor's Pollution Liability Insurance

$1,000,000.00 Each Occurrence/Claim
$1,000,000.00 Aggregate
There will be no exclusion for Hazardous materials, including Asbestos & Lead

9.5. Failure to Maintain Insurance: In the event the Consultant fails to maintain the minimum required coverage as set forth herein, the City may at its option purchase same, and offset the Consultant's invoices for the cost of said insurance.

9.6. Cancellation: The City of Waterbury shall receive written notice of

cancellation from the Consultant at least thirty (30) calendar days prior to the date of actual cancellation, regardless of the reason for such cancellation.

9.7. Certificates of Insurance: The Consultant's General, Automobile and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City and its Board of Education as an Additional Insured and include a waiver of subrogation on all policies except Professional Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Consultant's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. At the time the Consultant executes this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance, and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury and its Board of Education are listed as Additional Insured on a primary and non-contributory basis on all policies except Workers' Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Professional Liability."** The Consultant must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

9.8. 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.

9.9 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.

10. Conformance with Federal, State and Other Jurisdictional Requirements. By executing this Contract, the Consultant represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with all applicable statutes, acts, ordinances, guidelines, resolutions, orders, judgments, decrees, injunctions, rules, and regulations of all government authorities applicable to performance by the Consultant of services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following: *EQUAL*

EMPLOYMENT OPPORTUNITY ACT; *COPELAND ANTI-KICKBACK ACT*, as supplemented in the Department of Labor Regulations (29 CFR Part 3); *DAVIS-BACON ACT* as supplemented by Department of Labor Regulations (29 CFR Part 5); Section 103 and 107 of the Contract Work Hours and Safety Standards Act, as supplemented by the Department of Labor Regulations (29 CFR Part 5); the *HOUSING and COMMUNITY DEVELOPMENT ACT of 1974*, as amended; TITLE 31 and Section 12-430(7) of the State of Connecticut General Statutes. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference and made a part hereof.

10.1. Permits, Laws, and Regulations. Permits and licenses necessary for the delivery and completion of the Consultant's work and services shall be secured in advance and paid by the Consultant. The Consultant shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work and services as specified.

10.2. Taxes-Federal, State and Local. The City is exempt from Federal Excise and Transportation, State and Local Sales and Use Taxes, including without limitation, taxes that would otherwise be imposed upon the Consultant for transactions required or necessitated hereunder between it and its subcontractors, suppliers, etc. The Consultant remains liable, however, for any applicable tax obligations it incurs. Moreover, the Consultant represents that the proposal and pricing contained in this Contract do not include the amount payable for said taxes.

10.3. Labor and Wages. The Consultant and its subcontractors shall conform to the labor laws of the State of Connecticut, and all other laws, ordinances, and legal requirements affecting the work in Connecticut.

10.3.1 The Consultant is aware of the provisions of Title 31, §53 of the Connecticut General Statutes, latest revision (the "Act"), concerning the payment of minimum wages and other payments or contributions established by the State of Connecticut Labor Commissioner for work on public facilities. The provisions of the Act are incorporated by reference and made a part of this Contract. The Act provides that the Connecticut prevailing wage law applies to certain remodeling, refurbishing, alteration, repair and new construction. The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in Conn .Gen. Statute 31-53(i), shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

10.3.2 The Consultant is aware of, and shall comply with, the provisions of both the Federal Davis-Bacon Act and the Federal American Recovery and Reinvestment Act of 2009, the provisions of both acts hereby incorporated by reference and made a part of this Contract. The Federal Davis-Bacon Act provides that Federal wage rate laws apply to certain federally funded contracts. The American Recovery and Reinvestment Act ("ARRA") provides that Federal wage rate laws apply to all ARRA funded contracts regardless of the contract's dollar value.

11. Discriminatory Practices. In performing this Contract, the Consultant shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, sex, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified. This covenant is required pursuant to §93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this Contract. Said provisions with subcontractors shall require conformity and compliance with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

11.1. Discrimination Because of Certain Labor Matters. No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because such person has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or related to the labor standards applicable hereunder to its employer.

11.2. Equal Opportunity. In its execution of the performance of this Contract, the Consultant shall not discriminate and shall comply with applicable laws prohibiting discrimination on the grounds of race, color, religion, sex, national origin or citizenship status, age or handicap. The Consultant agrees to comply with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements, and will require the same of all subcontractors.

12. 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 Consultant shall then be required to comply with the following (referred to as the "Section 3 clause"):

12.1. 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.

12.2. 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.

12.3. The Consultant agrees to send to each labor organization or representative of workers with which the Consultant has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Consultant'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.

12.4. The Consultant 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 Consultant will not subcontract with any subcontractor where the Consultant has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 135.

12.5. The Consultant will certify that any vacant employment positions, including training positions, that are filled (i) after the Consultant 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 Consultant's obligations under 24 C.F.R. part 135.

12.6. 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.

12.7. 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).

13. Termination.

13.1. Termination of Contract for Cause. If, through any cause, in part or in full, not the fault of the Consultant, the Consultant shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract , the City shall thereupon have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) business days before the effective date of such termination.

13.1.1 In the event of such termination, all finished or unfinished documents, data, studies, reports, specifications, deliverables, etc. prepared by the Consultant under this Contract shall, at the option of the City, become the City's property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed for such.

13.1.2 Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by the Consultant, and the City may withhold any payments to the Consultant for the purpose of setoff until such time as the exact amount of damages due the City from the Consultant is determined.

13.2. Termination for Convenience of the City. The City may terminate this Contract at any time for the convenience of the City, by a notice in writing from the City to the Consultant. If this Contract is terminated by the City as provided herein, the Consultant will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Consultant covered by this Contract, less payments of compensation previously made.

13.3. Termination for Non-Appropriation or Lack of Funding. The Consultant acknowledges that the City is a municipal corporation and that this Contract is subject to the appropriation of funds by the City sufficient for this Contract for each budget year in which this Contract is in effect. The Consultant therefore agrees that the City shall have the right to terminate this Contract in whole or in part without penalty in the event sufficient funds to provide for City payment(s) under this Contract is not appropriated, not authorized or not made available pursuant to law, or such funding has been reduced pursuant to law.

13.3.1 Effects of Non-Appropriation. If funds to enable the City to effect continued payment under this Contract are not appropriated, authorized or otherwise made available by law, the City shall have the right to terminate this Contract without penalty at the end of the last period for which funds have been appropriated, authorized or otherwise made available by law by giving written

notice of termination to the Consultant.

13.3.2 Effects of Reduced Levels of Funding. If funding is reduced by law, or funds to pay the Consultant for the agreed to level of the products, services and functions to be provided by the Consultant under this Contract are not appropriated, authorized or otherwise made available by law, the City may, upon seven (7) calendar days written notice to the Consultant, reduce the level of the products, services or functions in such manner and for such periods of time as the City may elect. The charges payable under this Contract shall be equitably adjusted to reflect such reduced level of products, services or functions and the parties shall be afforded the rights set forth in this Contract.

13.3.3 No Payment for Lost Profits. In no event shall the City be obligated to pay or otherwise compensate the Consultant for any lost or expected future profits.

13.4. Rights Upon Cancellation or Termination.

13.4.1 Termination for Cause. In the event the City terminates this Contract for cause, the Consultant shall relinquish to the City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights in and to the documents, data, studies, reports, specifications, deliverables, etc. provided to, in possession of, and properly invoiced and paid for by (except to the extent such invoiced amount is disputed) the City. With regard to third party products, the Consultant shall transfer all licenses to the City which the Consultant is permitted to transfer in accordance with the applicable third party license. The City shall have no financial obligation to compensate the Consultant for such terminated documents, data, studies, reports, specifications, deliverables, etc. unless payment is otherwise approved by the City prior to such termination. The Consultant shall be liable for costs incurred by the City, including but not limited to reasonable attorney fees and all court awarded fees and costs incurred in terminating this agreement in whole or in part.

13.4.2 Termination for Lack of Funding or Convenience. In the event of termination of this Contract by the City for lack of funding or convenience, the City shall pay the Consultant for all documents, data, studies, reports, specifications, deliverables, etc. (including any holdbacks), installed and delivered to the City as of the Termination Date and the Consultant shall relinquish to the City any applicable interest, title and ownership including, but not limited to perpetual use of any proprietary rights in and to said documents, data, studies, reports, specifications, deliverables, etc. in possession of and paid for by the City (except to the extent any invoiced amount is disputed). The Consultant shall be required to exercise commercially reasonable efforts to mitigate damages. In the event of a termination for Lack of Funding or Convenience the City and the Consultant may negotiate a mutually acceptable payment to the Consultant for reasonable demobilization expenses. Said demobilization expenses, if any, shall be

handled in accordance with the provision of this Contract pertaining to Changes in the Work.

13.4.3 Termination by the Consultant. The Consultant may, by written notice to the City, terminate this Contract if the City materially breaches, provided that the Consultant shall give the City thirty (30) calendar days prior written notice and an opportunity to cure by the end of said thirty (30) day period. In the event of such termination, the Consultant will be compensated by the City for work performed prior to such termination date and the Consultant shall deliver to the City all deliverables as otherwise set forth in this Contract.

13.4.4 Assumption of Subcontracts. In the event of termination of this Contract, the City shall have the right to assume, at its option, any and all subcontracts for products, services and functions provided exclusively under this Contract, and may further pursue completion of the work under this Contract by replacement contract or otherwise as the City may in its sole judgment deem expedient.

13.4.5 Delivery of Documents. In the event of termination of this Contract, **(i)** the Consultant shall promptly deliver to the City, in a manner reasonably specified by the City, all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. and other tangible items furnished by, or owned, leased, or licensed by, the City, and **(ii)** the City shall pay the Consultant for all services performed and deliverables completed and accepted (pro-rated for deliverables partially completed) prior to the effective date of the termination (except to the extent any invoice amount is disputed).

14. Ownership of Instruments of Professional Services. The City acknowledges the Consultant's documents, data, studies, reports, specifications, deliverables, etc. created and to be created pursuant to this Contract, including electronic files, are Instruments of Professional Services. Nevertheless, the final Instruments of Professional Services, including, but not limited to documents, data, studies, reports, specifications, deliverables, etc. prepared for the City under this Contract shall become the property of the City upon City payment for that Instrument of Professional Services and the City reserves the right to use the Instruments of Professional Services.

15. Force Majeure. Consultant 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:

15.1. Acts of God, fire, explosion, epidemic, cyclone, flood, war, strikes, revolution, civil commotion, or acts of public enemies.

15.2. Change of law and order, proclamation, regulation, ordinance, or governmental requirement.

Upon cessation of work for reason of force majeure delays, Consultant shall use its best efforts to

meet the schedule set forth in Section 5 of this Contract.

16. Subcontracting. The Consultant shall not, without the prior written approval of the City, subcontract, in whole or in part, any of the Consultant's services. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than that required of the Consultant and shall name the City as an additional insured party and said subcontractors shall deliver to the City a certificate of insurance evidencing such coverages. All subcontractors shall comply with all Federal, State and Local, laws, regulations and ordinances but such requirement shall not relieve the Consultant from its requirement that all work and services provided or required hereunder shall comply with all Federal, State and Local, laws, regulations and ordinances.

16.1. The Consultant shall be as fully responsible to the City for the acts and omissions of the Consultant's subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Consultant.

17. Assignability. The Consultant shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City; provided, however, that claims for money due or to become due the Consultant from the City under this Contract may be assigned to a bank, trust, company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

18. Audit. The City reserves the right to audit the Consultant's books of account in relation to this Contract any time during the period of this Contract or at any time during the twelve month period immediately following the closing or termination of this Contract. In the event the City elects to make such an audit, the Consultant shall immediately make available to the City all records pertaining to this Contract, including, but not limited to, payroll records, bank statements and canceled checks.

19. Risk of Damage and Loss. The Consultant shall be solely responsible for causing the timely repair to and/or replacement of, City property or item(s) intended to become City property hereunder, where the need for repair or replacement was caused by the Consultant, by someone under the care and/or control of the Consultant, by any subcontractor of the Consultant, or by any shipper or delivery service. The Consultant shall be solely responsible for all costs and expenses, including but not limited to shipping, delivery, insurance, etc. associated with the foregoing repair and replacement obligation. Further, the Consultant shall be solely responsible for securing the City's written acceptance of all completed repairs and replacements required hereunder. The City hereby retains sole discretion to determine whether a repair or a replacement is the proper remedy.

20. Interest of Consultant. The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the project or any parcel of land therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Consultant further covenants that in the performance of this Contract no person

having any such interest shall be employed.

21. Entire Agreement. This Contract shall constitute the complete and exclusive statement of the contract between the parties as it relates to this transaction and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter. Any amendment to this Contract must be in writing and agreed to and executed by the City and the Consultant.

22. Independent Contractor Relationship. The relationship between the City and the Consultant is that of client and independent contractor. No agent, employee, or servant of the Consultant shall be deemed to be an employee, agent or servant of the City. The Consultant shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract. It is the express intention of the parties hereto, and the Consultant hereby agrees and covenants, that it and any and all third party(ies) and subcontractor(s) retained by the Consultant hereunder is/are not and shall not be deemed an employee of the City of Waterbury, but is/are and shall remain an independent contractor relative to the City and that nothing herein shall be interpreted or construed as creating or establishing the relationship of employer-employee between the City of Waterbury and the Consultant or between the City of Waterbury and any third party(ies) or subcontractor(s). Thus, the Consultant hereby covenants that it, its subcontractor(s) and third party(ies) shall not be entitled to the usual characteristics of employment, such as income tax withholding, F.I.C.A. deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc. and that the Consultant shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, representatives, subcontractors and third party(ies).

23. Severability. Whenever possible, each provision of this Contract shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Contract, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law, and if capable of substantial performance, the remaining provisions of this Contract shall be enforced as if this Contract was entered into without an invalid provision. If the ruling and/or controlling principle of law or equity leading to the ruling is subsequently overruled, modified or amended by legislation, judicial or administrative action, then the provision(s) in question as originally set forth in this Contract shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principal of law or equity.

24. Survival. Any provisions of this Contract that impose continuing obligations on the parties shall survive the expiration or termination of this Contract for any reason.

25. Contract Change Orders.

25.1. At the sole discretion of the City, a Change Order may be issued solely by the City to modify an existing party obligation set forth in this Contract where the scope of the Change Order is:

25.1.1 within the scope of the original Contract OR is made pursuant to a provision in the original Contract, AND

25.1.2 the Change Order monetary cost is charged solely against those funds encumbered for and at the time the Contract was originally executed by the City, that is those funds set forth in the original Contract as a not to exceed payment amount OR within the original Contract's contingency / allowance / reserve amount (if any is stated therein), AND

25.1.3 the Final Completion Date has not been changed.

25.2. Notwithstanding the foregoing subsection A, a Change Order shall not include:

25.2.1 an upward adjustment to a Consultant's payment claim, or

25.2.2 a payment increase under any escalation clause set forth in the original contract, or any Change Order, or any amendment.

25.3. That the work and/or services contemplated are necessary does not, in itself, permit a Change Order. Should the need for a Change Order arise, the request shall be reviewed, and if agreed to, approved by the City's Using Agency and any City designated representative(s). To be binding and enforceable, a Change Order shall thereafter be signed by both the Consultant, any City designated representative(s), and a duly authorized representative of the City's Using Agency prior to the Consultant's delivery of the services, etc. contemplated in said Change Order. All Change Orders are governed by the provisions of this Contract. Any contract change NOT fully complying with this Section 25 shall be effectuated solely by an amendment to this Contract complying with Section 38.073 of the City's "Centralized Procurement System" ordinance.

26. Conflicts or Disputes. This Contract represents the full and complete concurrence between the City and the Consultant and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are **(i)** the City's aforementioned **RFP No. 8132** and **(ii)** the Consultant's proposal responding to the aforementioned **RFP No. 8132.**

26.1. Procedure. This procedure supersedes all statements to the contrary occurring either in proposals or other prior agreements, oral or written, and all other communications between the parties relating to this subject.

26.2. Presumption. This Contract or any section thereof shall not be construed against any party due to the fact that the Contract or any section thereof was drafted by such party.

27. Disputes; Legal Proceedings; Waiver of Trial by Jury and Continued Performance. The Consultant agrees that its waives a trial by jury as to any and all claims, causes of action or disputes arising out of this Contract or services to be provided pursuant to this Contract. Notwithstanding any such claim, dispute or legal action, the Consultant shall continue to perform services under this Contract in a timely manner, unless otherwise directed by the City.

28. Binding Agreement. The City and the Consultant each bind themselves, and their successors, assigns and legal representatives to the other party to this Contract and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Contract.

29. Waiver. Any waiver of the terms and conditions of this Contract by either of the parties hereto shall not be construed to be a waiver of any other term or condition of this Contract.

30. Governing Laws. This Contract, its terms and conditions and any claims arising there from shall be governed by the laws of the State of Connecticut.

31. Notice. Except as otherwise specifically prohibited in this Contract, whenever under this Contract approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the City's Using Agency or the Consultant, and delivered in hand or sent by mail, postage prepaid, to the party to whom it is directed, which until changed by written notice, are as follows:

Consultant: M&J ENGINEERING INC
116 Washington Ave, 2nd Floor
North Haven, CT 06473-1721

City: City of Waterbury
c/o _____
Waterbury, CT 0670__

With a copy to: City of Waterbury
Office of the Corporation Counsel
City Hall Municipal Building - 3rd Floor
235 Grand Street
Waterbury, CT 06702

32. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions.
The Person (the term "Person" shall herein be as defined in Section 38 of the City's Code of Ordinances) supplying the documents, data, studies, reports, specifications, deliverables, etc. under this Contract shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc. whether or not they are expressly stated in this Contract, including but not limited to the following:

32.1. It shall be a material breach of this Contract, and, except as may be permitted by regulations or rulings of the City of Waterbury Board of Ethics it shall be a violation of the City's Code of Ordinances, for any Public Official, City Employee or Member of a Board or Commission who is participating directly or indirectly in the procurement process as set forth in the City's Code of Ordinances, including those participating in exempt transactions, to become or be the employee of any person contracting with the governmental body by whom the Official, Employee, or Board or Commission member is employed or is a member.

32.2. It shall be a material breach of this Contract, and it shall be a violation of the City's Code of Ordinances for any Person to offer, give, or agree to give any current or former Public Official, Employee or Member of a Board or Commission, or for such current or former Public Official, Employee or Member of a Board or Commission to solicit, demand, accept or agree to accept from another Person, a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or Purchase Order, or to any solicitation or proposal therefore.

32.3. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for any payment, Gratuity, or offer of employment to be made as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime Consultant or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.

32.4. The value of anything transferred or received in violation of the City's Charter, Code of Ordinances, and/or regulations promulgated there under, by any Person subject to said Charter and/or Ordinances may be recovered by the City.

32.5. Upon a showing that a subcontractor made a kickback to the City, a prime Consultant or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

32.6. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a

City contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this subsection 32.6, the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this subsection 32.6 shall not apply to full-time Employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.

32.7. The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has **(i)** delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owned to the City; **(ii)** filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; **(iii)** delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and **(iv)** filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 32.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

32.8. The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 32.1-32.7.

32.9. The Consultant is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, all relevant provisions of the City's Charter and all relevant provisions of the City's Code of Ordinances, including without limitation Chapters 93, titled "Discriminatory Practices", Chapter 38 titled "Centralized Procurement System", and Chapter 39 titled "Ethics and Conflict of Interest", of said Code as may be amended from time to time.

32.10. The Consultant hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet 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"].

32.11. The Consultant is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, the City's Ordinance Sections 34.15 through 34.99 entitled, "Ordinance Concerning the Hiring of Waterbury Residents on Certain Publicly-Funded

Construction Projects" and the State of Connecticut Legislature's Special Act No. 01-1.

32.12. Every Person who conducts business with, contracts, with or provides commodities or services to the City, is charged with notice of the extent of the powers and authority, and the limitations thereon, of the Public Officials and Employees of the City, as set forth in the charter of the City, the Code of Ordinances and any Regulations or Policies pertaining thereto. In particular, and without implying any limitation as to its applicability, it applies to all Persons who participate in the procedures pertaining to the Centralized Procurement System as set forth in Chapter 38, and the Ethics and Conflict of Interest provisions set forth in Chapter 39 of the Code of Ordinances.

32.13. INTEREST OF CITY OFFICIALS. No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains shall have any personal interest, direct or indirect, in this Contract.

32.14. PROHIBITION AGAINST CONTINGENCY FEES. The Consultant hereby represents that it has not retained anyone to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage or contingency fee.

32.15. FREEDOM OF INFORMATION ACT NOTICE. Pursuant to State statute, in the event the total compensation payable to the Consultant set forth in Section 6 herein is greater than $2,500,000.00, the City is entitled to receive a copy of any and all Consultant records and files related to the performance of this Contract and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

(signature page follows)

IN WITNESS WHEREOF, the parties hereto execute this Contract on the dates signed below.

WITNESSES:

Sign:_____
Print name:

Sign:_____
Print name:

CITY OF WATERBURY

By:_____
Paul K. Pernerewski, Jr.
Mayor

Date: _____

WITNESSES:

Sign:_____
Print name:

Sign:_____
Print name:

M&J ENGINEERING INC

By:_____
Print name:
Its _____

Date: _____

ATTACHMENT A

Attachment A shall consist of the following, which are attached hereto, are acknowledged by the Consultant as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

1.1.1 The City's **RFQ No. 8132** for **ENGINEERING ON-CALL SERVICES 2025 THROUGH 2027** (incorporated by reference);

1.1.2 **Addenda #1** to the City's **RFQ No. 8132**, dated October 23, 2024 and consisting of 8 pages (attached hereto);

1.1.3 The Consultant's Qualifications submitted in response to the City's **RFQ No. 8132**, dated November 1, 2024 and consisting of 84 pages (incorporated by reference), and the Consultant's completed ATTACHMENT D – DISCIPINE LIST, and ATTACHMENT E – COST INFORMATION SCHEDULE (13 page "Cost Information Schedule Packet") (attached hereto);

1.1.4 Consultant's Certificate(s) of Insurance (attached hereto);

1.1.5 All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference);

1.1.6 All permits and licenses (incorporated by reference); and

1.1.7 Any and all amendment(s) and Change Orders issued by the City after execution of Agreement (incorporated by reference).

MAURENN McCAULEY
ASSISTANT DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

October 23, 2024

RFQ 8132 Engineering On Call Services 2025-2027

Please Be Advised:

1. All Respondents are hereby notified that this Addendum No. 1 shall be part of the Contract Documents for the above referenced **RFQ #8132**.
2. This Addendum amends or supplements the RFP Documents. All provisions which are not so amended or supplemented remain in full force and effect.
3. Each Respondent shall be responsible for determining that it has received all Addenda issued and shall acknowledge receipt of all Addenda on the Addendum Acknowledgment Form (see Attachment C). Failure to do so may subject the Respondent to disqualification.

The RFQ Documents are hereby amended as follows:

Amendments to RFQ Documents:

1) Attachment D (Discipline List, BFO Information and MBE, DBE, WBE, SBE Status) – Delete Page 1 of 7 of Attachment D and replace with the attached "Attachment D, Page 1 of 7, Rev. - Addendum #1 – 10/23/2024."

2) Attachment E (Cost Information Schedule). Delete Page 1 of 6 of Attachment E and replace with the attached "Attachment E, Page 1 of 6, Rev. - Addendum #1 – 10/23/2024."

3) RFQ Subsection 2, Insurance Requirements, of Section B, Qualifications is deleted in its entirety and replaced by the one (1) page document attached hereto, entitled "**REQUEST FOR QUALIFICATIONS (RFQ # 8132) BY THE CITY OF WATERBURY FOR ENGINEERING ON-CALL SERVICES 2025 THROUGH 2027 Insurance Requirements.**"
Note: At time of contracting, the language in said attachment will be incorporated into the final Master Contracts.

4) Regarding information to be provided pursuant to RFQ Section H, Submittal Requirements & Required Format, any requests therein for information that is also required by SF330 need not be submitted, provided it is included in completed SF330 form.

235 GRAND STREET • WATERBURY, CONNECTICUT 06702 • PHONE: (203) 574-6749 • FAX: (203) 597-3437

<u>Clarifications</u>:

Notwithstanding statements to the contrary in the RFQ, one original (clearly identified as such) seven (7) paper copies of your firm's Response to RFQ are required. Qualifications submitted in response to this RFQ must include a letter of interest, together with general information on the firm and proposed sub consultants, the firm's brochure, current Federal Form SF330, experience of the firms, and resumes of key personnel as well as all other requested information / documentation, including Attachment D (Discipline List, BFO Information and MBE, DBE, WBE, SBE Status).

One original hard copy of Attachment E (Cost Information Schedule) shall be submitted in a separate, sealed envelope marked "Confidential: Attachment E (Cost Information Schedule).

Additionally, submit a portable memory device (flash drive) containing: a) Firm's Response to the RFQ (as one PDF) and b) a PDF of Firm's Attachment E (Cost Information Schedule).

Please refer to the questions and answers below.

Question: My company is very interested in participating as a Sub-Consultant. Where can I get the list of companies participating in this proposal?
Answer: No list exists, and thus, cannot be provided.

Question: Can the City clarify the scopes needed for Master Planning?
Answer:

1. Engage Stakeholders: Involve the community or relevant stakeholders to gather input and ensure their needs and aspirations are considered in the planning process. Experience in community outreach techniques and conducting successful Public Information Meetings and hearings.
2. Gather and Analyze Data: Collect data on current conditions, trends, and future projections. This could include demographic information, economic data, and environmental assessments.
3. Identify Goals and Objectives: Clearly define what City wants to achieve. This could be improving infrastructure, enhancing community services, neighborhood redevelopment or setting milestones. Planning can be for facilities, parks, sanitation, health initiatives, public buildings, transportation design, needs assessments, plans of conservation and development, etc…
4. Develop Strategies: Outline the steps needed to achieve City goals. This might include specific projects or phases, policy changes, or new initiatives.
5. Create an Implementation Plan: Detail how the strategies will be put into action, including timelines, responsible parties, and required resources.
6. Funding: Identify and assist or apply for funding using existing programs available.

7. Monitor and Adjust: Regularly review progress and make adjustments as needed to stay on track and address any emerging challenges.

Question: The City has requested a SF330 form for qualifications. A standard 330 form limits the submitter to only 10 projects. Would we be able to provide more than 10 projects for our firm in the SF330 format?
Answer: Yes – they should be applicable to the disciplines being submitted on (see additional related questions below).

Question: Under Section H, Submittal Requirements & Required Format, consultants are noted to provide seven (7) paper copies of our response. One needs to be clearly marked as an original. Is the original copy included in the seven (7) copies, or should we include the original and seven (7) copies in addition?
Answer: See "Amendments to RFQ Documents" above.

Question: Under section H. Submittal Requirements & Required Format, consultants are noted to provide seven (7) paper copies of our response. However, under no. 4, section H mentions including a USB drive in our submittal requirements. Is this USB drive specifically for the response to ' Cost Information Schedule/ Discipline List/BFO Information?
Answer: See "Amendments to RFQ Documents" above.

Question: For the separate Attachment submissions, do you expect 7 hard copies and 1 file uploaded to USB for strictly the Attachments? Or are the one (1) original, 7 paper copies including the full proposal, the attachments, and the USB? Please clarify the two separate submission processes.
Answer: See "Amendments to RFQ Documents" above.

Question: Under section H. Submittal Requirements & Required Format, Question 2, part b, Summary of Relevant Experience. We are requested to provide all our completed relevant projects that fall within the last five (5) years. Our office is one of many across the United States, specifically in the Northeast. Is this requesting projects only from our office in Connecticut office team or our company as a whole?
Answer: Provide at least 5 relevant projects. Your discretion whether or not projects are just from Connecticut office or from entire organization keeping in mind that the work will be done in the City and firm(s) selected to be based upon responsiveness.

Question: This solicitation is for On-Call Engineering but has a fee schedule that includes Architecture. Can an Architecture firm submit a fee schedule for Architectural Services only, without Engineering sub-contractors?
Answer: Yes.

Question: Please clarify that the submission for this On-Call includes one (1) full SF330 with all disciplines our firm is submitting under identified, rather than a categorical based submission.
Answer: One full SF 330.

Question: How many total projects is The City looking for? SF330 format calls for ten (10) total projects. Would this be ten (10) projects per discipline, or ten (10) projects total?
Answer: Can be up to ten per discipline submitted on.

Question: Given this RFQ was released on 10/8/2024, would it be possible to request an extension?
Answer: No; for various reasons, requests for extensions of time will not be considered.

Question: Attachment D, which lists the disciplines selected by the consultant, is to be included in a separate envelope. Since that attachment is to be opened after the QBS process, do we also identify our selected disciplines within the text of our submittal?
Answer: No need to identify selected disciplines within the text of our submittal. Attachment D shall not be submitted in the separate, sealed envelope. It shall now be submitted as part of the Firms response to the RFQ. (Only Attachment E [Cost Information Schedule] shall be submitted in a separate, sealed envelope marked "Confidential: Attachment E (Cost Information Schedule).

Question: During our review of the RFQ we noted that certain portions of the insurance requirements are not applicable to consulting services, including Builders Risk/Installation Floater Insurance and Contractor's Pollution Liability Insurance. Please let us know if these policies will be required as they are not traditionally held by consulting firms.
Answer:

Question: Relative to the City's standard agreement language, including Exhibits B1 and B2, would the City be amenable to negotiating mutually acceptable and insurable terms? Proposed modification would be provided as an appendix to the proposal response within the allowance noted in the exceptions and alternatives section of the RFQ.
Answer: Pursuant to Section H. Submittal Requirements & Required Format, Paragraph 6, Exceptions and Alternatives, Respondents may take exceptions to any requirement in the RFQ and/or offer alternatives to any provision thereof (including the attached City Contract form(s)); however, such exceptions or alternates cannot, in the sole discretion of the City, materially affect the substance of the RFQ or the provisions of the attached Contracts.

Further, the taking any exception or proposing any alternative is of not binding on the City, legally or otherwise, and in no way gives rise to any contractual relationship or rights, express or implied, between the City and the Respondent.

Lastly, while negotiations are permissible for contract provisions that are non-material in nature, please be advised that contract language pertaining to damages, insurance and/or indemnification is non-negotiable.

Thank you.

Maureen McCauley

Assistant Director of Purchasing – City of Waterbury

RFQ #8132 - ENGINEERING ON CALL SERVICES 2025 THROUGH 2027

ATTACHMENT D – DISCIPLINE LIST, BFO Information * And MBE, DBE, WBE, SBE STATUS**

NOTE: Attachment D shall be submitted as part of Firm's Repsonse to the RFQ. (Attachment D shall not be submitted in the separate, sealed envelope).

Submitted By: _____
(Print Firm Name)

Firm shall specify which disciplines they are submitting qualifications and provide BFO Information for each discipline selected.

* NOTE: If you have different BFO rates for various disciplines within your Firm, please provide this information, by discipline, where indicated below.

**NOTE: Provide MBE/DBE/WBE/SBE status and certification/documentation of same.

Additionally, on attached sheet(s), clearly identify any subconsultants/subcontractors, if known, and provided requested information.

Discipline	Check each discipline qualifications are being submitted	Indicate MBE, DBE, WBE, SBE Status and Ownership Percentage	BFO Information By Discipline (for 2025)	BFO Information By Discipline (for 2026)	BFO Information By Discipline (for 2027)
Roadway Engineering Design / Reconstruction	_____	_____	_____	_____	_____
Mechanical Engineering/Heating, Ventilation and Air Conditioning Engineering/Testing/ Adjusting/Balancing/Commissioning	_____	_____	_____	_____	_____
Electrical Engineering	_____	_____	_____	_____	_____

ATTACHMENT E – COST INFORMATION SCHEDULE

NOTE: An original hard copy of Attachment E shall be submitted in a separate, sealed envelope marked "Confidential: Cost Information Schedule."

Submitted By: _____
(Print Firm Name)

For Calendar Year(s): (check applicable*)

- ˇ 2025 – 2027, inclusive
- ˇ 2025
- ˇ 2026
- ˇ 2027

* Check applicable box(es) to indicate if providing cost information for entire 3-year initial Term, or for individual calendar years. If providing cost information for individual years, for each calendar year: a) make a copy of Attachment E, and b) check the appropriate box.

I. Respondents must provide pricing/rates in Attachment E for the services it seeks to provide under this RFQ.

Title/ Class	Job Description / Tasks	Straight Time	Overtime
Professional Engineer (Project) (Specialties include: civil, electrical, mechanical, structural, environmental, geotechnical, wastewater, landfill etc.).	Holds a bachelor's degree or higher in relevant engineering discipline. Licensed for this occupation by the CT Department of Consumer Protection. Designs and oversees construction of systems. Affixes professional engineer seal to documents when required. Specify minimum _____ years of experience and specialty.	$ _____	$ _____
Professional Engineer (Senior) (Specialties include: civil, electrical, mechanical, structural, environmental, geotechnical, wastewater, landfill etc.).	See Professional Engineer. Specify minimum _____ years of experience and specialty.	$ _____	$ _____

REQUEST FOR QUALIFICATIONS (RFQ # 8132)
BY
THE CITY OF WATERBURY
FOR
ENGINEERING ON-CALL SERVICES
2025 THROUGH 2027
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 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 coverage altered, 30 days written notice must be given to the City of Waterbury and the Waterbury Board of Education.

General Liability:	**$1,000,000 each Occurrence** **$2,000,000 General Aggregate** **$2,000,000 Products/ Completed Operations Aggregate**
Auto Liability:	**$1,000,000 Combined Single Limit each Accident** **Any Auto, All Owned and Hired Autos**
Workers Compensation:	**WC Statutory Limits** **Employer Liability (EL)** **$1,000,000 EL each Accident** **$1,000,000 EL Disease each Employee** **$1,000,000 EL Disease Policy Limits**
Excess/Umbrella Liability:	**$1,000,000 each Occurrence** **$1,000,000 Aggregate**
Professional Liability/E&O:	**$1,000,000 each Wrongful Act** **$1,000,000 Aggregate**

Additionally, for services that may involve Contaminated and/or Hazardous Substances, consultant shall also provide the following:

Contractor's Pollution Liability Insurance: **$1,000,000 each Occurrence**
$1,000,000 Aggregate
There will be no exclusion for Hazardous Materials, including Asbestos and Lead

Wording for Additional Insured Endorsement and Waiver of Subrogation:
The City 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.

ATTACHMENT E – COST INFORMATION SCHEDULE

NOTE: Attachment E (together with Attachment D) shall be submitted in a separate, sealed envelope marked "Confidential: Discipline List, BFO Information MBE, DBE, WBE, SBE Status and Cost Information Schedule."

Submitted By: M&J Engineering
(Print Firm Name)

For Calendar Year(s): (check applicable*)

2025 – 2027, inclusive
X 2025
2026
2027

* Check applicable box(es) to indicate if providing cost information for entire 3-year initial Term, or for individual calendar years. If providing cost information for individual years, for each calendar year: a) make a copy of Attachment E, and b) check the appropriate box.

I. Respondents must provide pricing/rates in Attachment E for the services it seeks to provide under this RFQ.

Title/ Class	Job Description / Tasks	Straight Time	Overtime
Professional Engineer (Project) (Specialties include: civil, electrical, mechanical, structural, environmental, geotechnical, wastewater, landfill etc.).	Holds a bachelor's degree or higher in relevant engineering discipline. Licensed for this occupation by the CT Department of Consumer Protection. Designs and oversees construction of systems. Affixes professional engineer seal to documents when required. Specify minimum 10 years of experience and specialty.	Loaded | Base $ 294.25 | $125.00	$
Professional Engineer (Senior) (Specialties include: civil, electrical, mechanical, structural, environmental, geotechnical, wastewater, landfill etc.).	See Professional Engineer. Specify minimum 8 years of experience and specialty.	Loaded | Base $ 128.50 | $54.59	$

ATTACHMENT E – COST INFORMATION SCHEDULE

City of Waterbury

Engineer (Project) (Specialties include: civil, electrical, mechanical, structural, chemical, environmental, geotechnical, wastewater, landfill etc.).	Holds a bachelor's degree or higher in civil, mechanical, electrical, structural engineering or other relevant engineering discipline. Performs engineering tasks and analysis related to site investigation and designs projects, oversees construction of projects, etc. Specify minimum 8 years of experience and specialty.	Loaded | Base $ 251.87 | $107.00	$
Engineer (Senior) (Specialties include: civil, electrical, mechanical, structural, chemical, environmental, geotechnical, wastewater, landfill etc.).	See Engineer. Specify minimum _____ years of experience and specialty.	$	$
Cartographer/GIS Specialist	Prepares maps on topography, etc. to be digitized. Designs and draws original maps of cities and regions. Adapts existing maps. Uses geographic information systems and global positioning system to prepare maps of topography. Analyzes spatial and environmental data. Specify minimum_____ years of experience and specialty.	$	$
Draftsperson	Draws site plans, layouts, and detailed drawings on CAD System. Specify minimum 5 years of experience and specialty.	$ 77.00	$
Senior Field Technician	Collects samples for material testing, performs field material testing provides field support, uses, maintains and deploys equipment. Specify minimum _____ years of experience and specialty.	$	$
Field Technician	Collects samples for material testing, performs field material testing, provides field support, uses, maintains and deploys equipment. Specify minimum _____ years of experience and specialty.	$	$
Licensed Surveyor	Licensed for this professional title by the CT Department of Consumer Protection. Specify minimum 6 years of experience and specialty.	$ 135.00	$ 202.50
Licensed Environmental Professional	Has engineering, geology or hydrogeology training and is licensed by the state of Connecticut for this professional title. Specify minimum 10 years of experience and specialty.	$ 153.00	$
Wetland/Soil Scientist project	Holds a bachelor's or higher degree in soil science, geology, earth science, biology, botany or other relevant discipline plus specialized training and experience in wetland evaluation or soil science. Delineates wetlands using recognized Federal or state methodologies. Interprets and evaluates soil types. Classifies soil samples and evaluates effects of contaminants on wetlands and related animal and plant communities. Specify minimum 10 years of experience and specialty.	$ 195.00	$
Architect	Holds a bachelor's degree or higher. Licensed for this professional title by the CT Department of Consumer Protection. Specify minimum _____ years of experience and specialty.	$	$

ATTACHMENT E – COST INFORMATION SCHEDULE

City of Waterbury

Landscape Architect	Holds a bachelor's degree or higher. Licensed by the CT Department of Consumer Protection. Specify minimum 10 years of experience and specialty.	$ 190	$
Construction Inspector (Senior)	ACI and NICET certified or Professional Engineer, Specify minimum 8 years of experience and specialty.	Loaded | Base $ 163.35 | $75.00	$
Construction Inspector (Staff)	ACI and NICET certified Specify minimum _____ years of experience and specialty.	$	$
Project Manager	Oversees and coordinates projects from an administrative and operations standpoint. Initial contact at site for projects. City liaison. Specify minimum 10 years of experience and specialty.	Loaded | Base $ $153.01 | $65.00	$
Clerical Staff	Uses computers, typewriters and other office equipment to provide clerical and logistical support to project. May type reports, correspondence and other written material. May prepare bills, invoices, and related documents. Specify minimum _____ years of experience and specialty.	$	$
2 Man Survey Crew	Survey Crew consists of a party Chief with a minimum of 4 years of experience and a Rod Man with a minimum of 6 months experience,	$ 1,565	$ 2,347.50
3 Man Survey Crew	Survey Crew consists of a party Chief with an minimum of Four year's experience, Instrument man with a minimum of two years' experience and a Rod Man with a minimum of 6 months experience,	$ 2,350	$ 3,525

II. Respondents may provide additional job classes/titles below. These additional proposed job classes/titles may be considered if in the best interest of the City.

Title/ Class	Job Description / Tasks	Straight Time	Overtime
_____	Specify minimum _____ years of experience and specialty. _____	$	$
_____	Specify minimum _____ years of experience and specialty. _____	$	$
_____	Specify minimum _____ years of experience and specialty. _____	$	$
_____	Specify minimum _____ years of experience and specialty. _____	$	$

_____	Specify minimum _____ years of experience and specialty. _____	$ _____	$ _____
_____	Specify minimum _____ years of experience and specialty. _____	$ _____	$ _____

III. Respondents may provide pricing in Attachment D for the direct expense services it seeks to provide under this RFQ.

Item No.	Direct Expense Services	Unit of Measure	Rate Per Unit
1	Printing Greater than 11" X 17"	S.F.	$ _____
2	Color Printing and photocopies (Up to 11"x17")	Each.	$ _____
3	Large Format Monochrome Printing and Plotting (sheet sizes greater than 11"x17")	S.F.	$ _____
4	Large Format Color Plotting (sheet sizes >11"x17")	S.F.	$ _____
5	Large Format Mylar Plotting	S.F.	$ _____
6	Electronic Scanning	S.F.	$ _____
7	In-house Printing and photocopies up to 11 X 17"	Each	$ _____
8	Blackline prints	Cost	Cost + ____%
9	Plotting & printing charges (outside vendors)	Cost	Cost + ____%
10	Regular Mail, Express or certified postage charges	Per item	Cost + ____%
11	Other project-related reimbursable expenses	Cost	Cost + ____%

12	Reproduction Costs	Per page	Cost + ____%
13	Borings and test pits for subsurface investigation	At cost	Cost + ____%
14	Outside Services (subconsultant/laboratory)	At Cost	Cost + ____%

IV. Other Rates

Item No.	Description	Unit of Measure	Rate Per Unit
15	Mileage	Mile	IRS Rate + ___ %

NOTES:

1. All job classes noted above shall include the required modern equipment associated with the classification. For example, the hourly rate for a Licensed Surveyor or Draftsperson shall include the electronic surveying/drafting equipment respectively, software, equipment hourly operating costs, personnel protective equipment and other normal associated tools of the trade or profession.

2. NOTE: Rates/pricing provided above shall be either for the initial 3-year Term of the contract or for individual calendar years. No rate escalation is permitted. After the initial three (3) year Term, rate increases shall be requested in writing by the Firm and subject to negotiation, at the sole option of the City, on a yearly basis, for each of the two (2) one-year extensions.

3. All job classes and rates include the consultant providing the City of Waterbury with electronic files of all work product in the form of a PDF and the format of the original software used to create the work product; however, all AutoCAD submissions to City shall be in the version required by the City's Engineering Department.

4. Straight time is defined as any contiguous 8 Hour period during any 2 calendar days.

5. Overtime is defined as any working time over contiguous period over 8 Hours during any 2 calendar days.

6. Response to Unscheduled or emergency calls outside of normal work day of 7AM to 5 PM will be paid for at the hourly rate for Overtime.

7. Respondents are <u>not</u> required to provide rates for all "Title/Class" listed, but only for those applicable to selected disciplines.

8. Where required, Consultant shall provide project cost estimating, and development of contract documents and specifications, based on City the City's standard documents and required formats.

END OF SECTION

RFQ #8132 - ENGINEERING ON CALL SERVICES 2025 THROUGH 2027

ATTACHMENT D – DISCIPLINE LIST, BFO Information * And MBE, DBE, WBE, SBE STATUS**

NOTE: Attachment D (together with Attachment E) shall be submitted in a separate, sealed envelope marked "Confidential: Discipline List, BFO Information, MBE, DBE, WBE, SBE Status and Cost Information Schedule."

*Please note M&J only receives its BFO information for the upcoming year

Submitted By: M&J Engineering, Inc.
(Print Firm Name)

Firm shall specify which disciplines they are submitting qualifications and provide BFO Information for each discipline selected.

* NOTE: If you have different BFO rates for various disciplines within your Firm, please provide this information, by discipline, where indicated below.

**NOTE: Provide MBE/DBE/WBE/SBE status and certification/documentation of same.

Additionally, on attached sheet(s), clearly identify any subconsultants/subcontractors, if known, and provided requested information.

Discipline	Check each discipline qualifications are being submitted	Indicate MBE, DBE, WBE, SBE Status and Ownership Percentage	BFO Information By Discipline (for 2025)	BFO Information By Discipline (for 2026)	BFO Information By Discipline (for 2027)
Roadway Engineering Design / Reconstruction	X		112.84%		
Mechanical Engineering/Heating, Ventilation and Air Conditioning Engineering/Testing/ Adjusting/Balancing/Commissioning					
Electrical Engineering					

ATTACHMENT D – DISCIPLINE LIST
RFQ #8132 - ENGINEERING ON CALL SERVICES 2025 THROUGH 2027

Submitted By: M&J Engineering, Inc.
(Print Firm Name)

Discipline	Check each discipline qualifications are being submitted	Indicate MBE, DBE, WBE, SBE Status and Ownership Percentage	BFO Information By Discipline (for 2025)	BFO Information By Discipline (for 2026)	BFO Information By Discipline (for 2027)
Structural Engineering Buildings and Walls					
Traffic Planning, Safety and Engineering					
Bridge Design Services					
Drainage Improvements	X	112.84%			
Land Survey Work	X	95.74%			
AST/UST Engineering Services					
Environmental Engineering / Hazardous Waste-Abatement Services / Environmental Services					
Architectural Services					
Landscape Architect Services					

ATTACHMENT D – DISCIPLINE LIST
RFQ #8132 - ENGINEERING ON CALL SERVICES 2025 THROUGH 2027

Submitted By: M&J Engineering, Inc.
(Print Firm Name)

Discipline	Check each discipline qualifications are being submitted	Indicate MBE, DBE, WBE, SBE Status and Ownership Percentage	BFO Information By Discipline (for 2025)	BFO Information By Discipline (for 2026)	BFO Information By Discipline (for 2027)
Wetland mapping, wetland evaluation and wetland restoration plans – Soil Scientist					
Hydraulic/Hydrology Engineering Services (dams, culverts, etc.)					
GIS / Cartographer Services					
Solid Waste Management					
Property Appraisal and Evaluations/Rights of Way and Easements Evaluations and Negotiations					
Parks/Recreation – Design / Engineering / Inspection					
Constructability Reviews	X	112.84%			
General Civil / Site Engineering	X	112.84%			
General Municipal Improvements					

ATTACHMENT D – DISCIPLINE LIST
RFQ #8132 - ENGINEERING ON CALL SERVICES 2025 THROUGH 2027

Submitted By: M&J Engineering, Inc.
(Print Firm Name)

Discipline	Check each discipline qualifications are being submitted	Indicate MBE, DBE, WBE, SBE Status and Ownership Percentage	BFO Information By Discipline (for 2025)	BFO Information By Discipline (for 2026)	BFO Information By Discipline (for 2027)
Master Planning/Site Development					
Construction Administration	X	95.74%			
Construction or Resident Engineering Inspection Services	X	95.74%			
Landfill Facility Engineering Services					
Water Pollution Control Facility Design Services					
Water Pollution Control Facility Construction Administration Services					
Water Pollution Control Facility Resident Engineer and Inspection Services					
Sanitary Sewer Pump Station Design Services					

ATTACHMENT D – DISCIPLINE LIST
RFQ #8132 - ENGINEERING ON CALL SERVICES 2025 THROUGH 2027

Submitted By: M&J Engineering, Inc.
(Print Firm Name)

Discipline	Check each discipline qualifications are being submitted	Indicate MBE, DBE, WBE, SBE Status and Ownership Percentage	BFO Information By Discipline (for 2025)	BFO Information By Discipline (for 2026)	BFO Information By Discipline (for 2027)
Sanitary Sewer Collection System Construction Administration Services					
Sanitary Sewer Pump Station Construction Administration Services					
Sanitary Sewer Collection System Design Services					
Sanitary Sewer Collection System Resident Engineer and Inspection Services					
Sanitary Sewer Pump Station Resident Engineer and Inspection Services					
Water Pump Station Design / Engineering & Inspection Services					
Hydraulic Modeling for Water Distribution Design / Engineering Services					
Reservoir / Dam Design / Engineering & Inspection Services					
Water Filtration Plant Improvement Design / Engineering / Inspection Services					

ATTACHMENT D – DISCIPLINE LIST
RFQ #8132 - ENGINEERING ON CALL SERVICES 2025 THROUGH 2027

Submitted By: M&J Engineering, Inc.
(Print Firm Name)

Discipline	Check each discipline qualifications are being submitted	Indicate MBE, DBE, WBE, SBE Status and Ownership Percentage	BFO Information By Discipline (for 2025)	BFO Information By Discipline (for 2026)	BFO Information By Discipline (for 2027)
Water Main Design / Engineering & Inspection Services					
Chemical Engineering					
Water Storage Tank Design / Engineering/Inspection Services					
GEO Tech Engineering Services for Reservoir Dams					
Advisory & Implementation services for Asset Management, PMIS, Business Intelligence & Analytics					
Water financial planning, ratees & grant support services					
Geotechnical Engineering / Testing					

ATTACHMENT D – DISCIPLINE LIST
RFQ #8132 - ENGINEERING ON CALL SERVICES 2025 THROUGH 2027

Submitted By: M&J Engineering, Inc.
(Print Firm Name)

SUBCONSULTANT /SUBCONTRACTOR INFORMATION (if known)

Provide Name	Provide Discipline(s)	Indicate MBE, DBE, WBE, SBE Status and Ownership Percentage	BFO Information By Discipline (for 2025)	BFO Information By Discipline (for 2026)	BFO Information By Discipline (for 2027)
EKI Environment & Water, Inc.	Environmental Engineering / Hazardous Waste-Abatement Services/ Environmental Services		N/A		
Tavella Design Group	Landscape Architect Design		N/A		
William Kenny Associates	Wetland Mapping, Wetland Evaluation and Wetland Restoration plans - Soil Scientist		N/A		

City of Waterbury

Engineering Department

OFFICE: (203) 574-6851
FAX: (203) 574-8277

Memorandum

To: Board of Aldermen

From: Salvatore D. Porzio, Project Manager, Engineering Department

Date: July 29, 2025

Re: **Approval Request / Executive Summary** – Professional Services Agreement [RFQ No. 8132] for Engineering On-Call Services 2025 Through 2027 between The City of Waterbury, Connecticut and SLR International Corporation

---

The Engineering Department, in conjunction with the Public Works Department and Education Department, respectfully request your approval of the above-referenced agreement for On-Call Professional Services between the City of Waterbury and SLR International Corporation (the "Consultant").

As you may be aware, under RFQ No. 8132, the City solicited for various Engineering On-Call Services and the Section Committee, consisting of me, as Chairmen; Roy E. Cavanaugh, City Engineer; Denis Cuevas, Jacobs Business Manager, and Maureen McCauley, Assistant Director of Purchasing, selected the Consultant to provided various services, by discipline, to the City. (FYI: Please see Section 1.3 of the attached agreement for the specific services the Consultant has been deemed qualified to perform.)

And please be advised that this agreement is for services such as construction administration and resident engineer inspection services, rather than for engineering/design services (which, generally, are the services to be provided under the initial round of agreements approved by your Board earlier this year).

All services requested under this agreement will be authorized through Task Orders and Purchase Orders following the rates and fees set forth in the Consultant's Cost Information Schedule Packet, which has been incorporated into the agreement as part of Attachment A (see attached agreement). Each Task Order will set out, on a project by process basis, the desired scope of work, monetary terms and time of performance for such work, plus all other pertinent project specific information.

The term of the agreement will run from the date of execution by the Mayor through December 31, 2027, and as an On-Call Agreement, there is no cost to the City associated with entering into the agreement. Costs will be as identified in any issued Task Orders and Purchase Orders in accordance with the On-Call Agreement.

Accordingly, attached for your review and consideration are copies of the proposed Agreement (with all Attachment A documents to date), the Disclosure and Certification of Obligations Affidavit Regarding Outstanding Obligations to the City of Waterbury submitted by the Consultant in connection with this project, and the Tax Clearance issued by the Office of Tax Collections.

Lastly, please be advised that Engineering Department will have a representative present at your upcoming meeting to answer any questions you may have regarding this matter.

Thank you.

SDP/sdp
Attachment

cc: Attorney Lynn McHale, via email, w/o attachment.
Selection Committee Members, via email, w/o attachment.
David B. Simpson, Director of Public Works, via email, w/o attachment.
Carrie Swain, Clerk, Board of Education, via email, with attachment.
File C268

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.:_____

County of NEW HAVEN

PETER C. SCHWARZ, being first duly sworn, deposes and says that:

1. I am the ***owner, partner, officer, representative, agent or*** _____ (circle/complete as applicable) of SLR INTERNATIONAL CORPORATION (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.

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" (once within in grid – not within each box). Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1 NONE				
2				
3				
4				

5. That as a person desiring to contract with the City:

(a) The Contractor or an owner, partner, officer, representative, agent or affiliate of the Contractor provides, or has provided, services or materials to the City within one (1) year prior to the date of this disclosure, if none, state "None" (once within in grid – not within each box). Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1 NONE				
2				
3				
4				

(b) The Contractor possesses an ownership interest in the following business organizations, if none, state "None" (once within in grid – not within each box). Use additional sheet if necessary (Must be on company letterhead and notarized):

Organization Name (if none state NONE)	Address	Type of Ownership
1 NONE		
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 (25) percent of the outstanding stock, if none, state "None" (once within in grid – not within each box). Use additional sheet if necessary (Must be on company letterhead and notarized):

Name (if none state NONE)	Title	DOB	Stock %
1 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" (once within in grid – not within each box). Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Address	DOB
1 NONE				
2				
3				
4				

(e) If the Contractor conducts business under a trade name, the following additional information is required: the place where such entity is incorporated or is registered to conduct such business; and the address of its principal place of business, if none, state "None" (once within in grid – not within each box):

TRADE NAME (if none state NONE)	PLACE OF INCORPORATION / REGISTRY	PRINCIPAL PLACE OF BUSINESS
1 NONE		
2		
3		
4		

DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

Certification For Corporation/LLC (Requires Notarization)

In presence of:

Witness

SLR INTERNATIONAL CORPORATION
Name of Corporation (Print of Type)

Address of Business: 22118 20TH AVE SE
BOTHELL WA 98021



Affix Corporate Seal

By: Peter C. Schwarz
Signature of Authorized Corporate Officer

PETER C. SCHWARZ
Name of Authorized Corporate Officer (Print of Type)

Its: CORPORATE SECRETARY
Title of Authorized Corporate Officer (Print of Type)

State of CONNECTICUT)

) SS

County of NEW HAVEN)

PETER C. SCHWARZ being duly sworn, deposes and says that he/she is CORPORATE SECRETARY of SLR INTERNATIONAL CORP, and that he/she answers to the foregoing questions and all statements therein are true and correct.

Subscribed and sworn to before me this 28 day of JULY 2025.

Signature of Notary Public

Janice Pike
Name of Notary Public (Print of Type)

SEAL

My Commission Expires:

Janice A. Pike
NOTARY PUBLIC
State of Connecticut
My Commission Expires March 31, 2028

The City of Waterbury
MEMORANDUM

From: Delinquent Tax Office **Date 7/29/2025**

To: **Salvatore Porzio- Project Manager**
Public Works

Subject: Tax Clearance

As of this date, the records in the Tax Collector's Office indicate that the following ***is not delinquent.***

SLR International Corporation
22118 20th Ave. SE
Bothell, WA 98021

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
Interim Deputy Tax Collector
City of Waterbury

PROFESSIONAL SERVICES AGREEMENT
RFQ No. 8132
for
ENGINEERING ON-CALL SERVICES 2025 THROUGH 2027
between
The City of Waterbury, Connecticut
and
SLR INTERNATIONAL CORPORATION

THIS AGREEMENT, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut 06702 (the "City") and SLR INTERNATIONAL CORPORATION, located at 22118 20TH AVE. SE, BLDG G STE. 202, BOTHELL, WA 98021, a State of Connecticut duly registered Foreign (WA) corporation with a place of business at 99 Realty Drive, Cheshire, CT 06410 (the "Consultant").

WHEREAS, the Consultant submitted a proposal to the City responding to **RFQ No. 8132** for **ENGINEERING ON-CALL SERVICES 2025 THROUGH 2027**; and

WHEREAS, the City selected the Consultant to perform services regarding **RFQ No. 8132**; and

WHEREAS, the City desires to obtain the Consultant's services pursuant to the terms, conditions and provisions set forth in this agreement (the "Project").

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. Scope of Services. The Consultant shall furnish all of the labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. necessary to complete the Project as specified in this agreement (also referred to herein as "Contract") and such shall be completed in a satisfactory manner, as reasonably determined by the City. All labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. shall comply with any and all applicable Local, State and Federal laws, statutes, ordinances and regulations and with generally accepted professional standards. The Consultant shall make such revisions or modifications to its work, at its own cost and expense, as the City may require in order to be deemed complete.

1.1. The Project consists of **ENGINEERING ON-CALL SERVICES 2025 THROUGH 2027** pertaining to services for which the Consultant has been deemed qualified by the City's Purchasing Director ("Qualified Engineering Services") as detailed and described in **Attachment A** and are hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached

hereto, are acknowledged by the Consultant as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

1.1.1 The City's **RFQ No**. **8132** for **ENGINEERING ON-CALL SERVICES 2025 THROUGH 2027** (incorporated by reference);

1.1.2 **Addenda #1** to the City's **RFQ No. 8132**, dated October 23, 2024 and consisting of 8 pages (attached hereto);

1.1.3 The Consultant's Qualifications submitted in response to the City's **RFQ No. 8132**, dated November 1, 2024 and consisting of 164 pages (incorporated by reference), and the Consultant's Title Page and completed ATTACHMENT E – COST INFORMATION SCHEDULE (20 page "Cost Information Schedule Packet") (attached hereto);

1.1.4 Consultant's Certificate(s) of Insurance (attached hereto);

1.1.5 All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference);

1.1.6 All permits and licenses (incorporated by reference); and

1.1.7 Any and all amendment(s) and Change Orders issued by the City after execution of Agreement (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 Consultant. In the event that any provision in the Contract Documents conflict with any other provision therein, the provision in the component part of the Contract Document first enumerated below shall govern over any other component part which follows it numerically:

1.2.1 Federal, State, and local laws, regulations, charter and ordinances

1.2.2 Contract Amendment(s) and Change Orders

1.2.3 Contract

1.2.4 Consultant's response to the City's **RFQ No. 8132**, dated November 1, 2024 and consisting of 164 pages, including the Consultant's Cost Information Schedule

1.2.5 RFQ Addenda

1.2.6 RFQ Documents not included in 1.2.1-1.2.5

1.3 Task Order Development. The parties hereto agree that the City, through its Using Agency (i.e., City Department or Waterbury Development Corporation), may request from the Consultant at any time during the term of this Agreement a proposal to perform services pertaining to **Qualified Engineering Services** that shall be completed within the Contract Time of this Agreement and as further provided in the applicable Task Order(s) and agreed to by the Consultant. The Consultant's **Qualified Engineering Services** are:

- Parks/Recreation – Inspection
- Construction Administration
- Construction or Resident Engineering Inspection Services
- Water Pollution Control Facility Construction Administration Services
- Water Pollution Control Facility Resident Engineer and Inspection Services
- Sanitary Sewer Collection System Construction Administration Services
- Sanitary Sewer Pump Station Construction Administration Services
- Sanitary Sewer Collection System Resident Engineer & Inspection Services
- Sanitary Sewer Pump Station Resident Engineer & Inspection Services
- Water Pump Station Inspection Services
- Reservoir/Dam – Inspection Services
- Water Filtration Plant Improvement Inspection Services
- Water Main Inspection Services
- Water Storage Tank Inspection Services

The Consultant shall prepare for the Using Agency's review, comment and approval a Task Order that:

1.3.1 assigns a Task Order number;
1.3.2 provides a general description of the Task Order project;
1.3.3 provides the time by which all work under the Task Order shall be completed;
1.3.4 proposes a not to exceed cost to perform all work under the Task Order with compensation being based upon the hourly rates provided in the Consultant's response to the City's **RFP No. 8132** and paid on a time and materials basis;
1.3.5 provides a spreadsheet of the Consultant's proposed level of effort for the Task Order work that includes staff positions and man-hours budgeted for each subtask within the Task Order;
1.3.6 addresses any comments provided by the Using Agency;

1.4 The parties hereto agree that no work shall commence under a Task Order until and unless it has been fully executed by the Consultant (through its Project Manager) and by the City (through the Department Head of the Using Agency) and a City Purchase Order for said work has been issued.

1.5 Task Order Process. The parties hereto agree that for all Task Orders approved in writing by the City's Using Agency:

1.5.1 The Using Agency shall process a requisition with the City's Finance Department for each specific Task Order;

1.5.2 The Using Agency shall not issue a Notice to Proceed with the Task Order work to the Consultant until and unless the City issues a Purchase Order for such work; and

1.5.3 The Consultant shall provide invoices to the Using Agency on a monthly basis for services rendered under each Task Order during the period in question and shall include therewith a narrative detailing the services rendered during the period in question and any further information requested by the Using Agency.

2. Consultant Representations Regarding Qualification and Accreditation. The Consultant represents that, to the extent required by law, its employees are licensed to perform the scope of work set forth in this Contract. The Consultant further represents that its employees have the requisite skill, expertise and knowledge necessary to perform the scope of work required under the terms of this Contract, including any supplementary work and the City relies upon these.

2.1. Representations regarding Personnel. The Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or of personnel having a contractual relationship with the City is approved by the City in writing. As set forth above, all the services required hereunder shall be performed by the Consultant under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

2.2. Representations regarding Qualifications. The Consultant hereby represents that, to the extent required by Federal, State and Local statutes, regulations, codes, ordinances, and policies, that the Consultant and/or its employees be licensed, certified, registered, or otherwise qualified, the Consultant and all employees providing services under this Contract, are in full compliance with those statutes, regulations and ordinances. Upon City request, the Consultant shall provide to the City a copy of the Consultant's licenses, certifications, registrations, etc.

3. Responsibilities of the Consultant. All data, information, etc. given by the City to the Consultant and/or created by the Consultant shall be treated by the Consultant as proprietary to the City and confidential unless the City agrees in writing to the contrary and shall be used solely for the purposes of providing services under this Contract. The Consultant agrees to forever hold in confidence all files, records, documents and other information which may come into the Contractor's possession during the term of this Contract, except where a disclosure is expressly stated as a requirement of this Contract. Notwithstanding the foregoing, where a Consultant disclosure is required to comply with statute, regulation, or court order, the Consultant shall provide prior advance written notice to the City of the need for such disclosure. The Consultant agrees to properly implement the services required in the manner herein provided.

3.1. Use of City Property. To the extent the Consultant is required to be on City property to render its services hereunder, the Consultant shall have access to such areas of City property as the City and the Consultant agree are necessary for the performance of the Consultant's services under this Contract (the "Site" or the "Premises") and at such times as the City and the Consultant may mutually agree. Consultant shall perform all work in full compliance with Local, State and Federal health and safety regulations. All work hereunder shall be performed in a safe manner. Consultant shall immediately correct any dangerous condition caused by or resulting from its work. If it fails to correct, or to act diligently to correct, any condition which City reasonably believes to be a hazard to persons or property, then immediately upon oral or written notice to any supervisory or similar personnel of Consultant, City may, but shall not be required to, correct same at Consultant's expense. City shall confirm in writing any oral notice given within five (5) business days thereafter.

3.2. Working Hours. To the extent the Consultant is required to be on City property to render its services hereunder, the Consultant shall coordinate its schedule so that work on the Premises is performed during those hours the City sets forth in a written notice to the Consultant, unless written permission is obtained from the City to work during other times. This condition shall not excuse Consultant from timely performance under the Contract. The work schedule must be agreed upon by the City and the Consultant.

3.3. Cleaning Up. To the extent the Consultant is required to be on City property to render its services hereunder, the Consultant shall at all times keep the Premises free from accumulation of waste materials or rubbish caused by Consultant, its employees or subcontractors, and at the completion of the work shall remove all rubbish from and about the Project and all tools, scaffolding and surplus materials and shall leave the Premises "broom clean" or its equivalent, unless more exactly specified. In case of dispute, the City may remove the rubbish and charge the cost to the Consultant.

3.4. Publicity. Consultant agrees not to deliberately disclose the fact that the City has entered into or terminated this Contract or disclose any of the terms of the Contract or use the City's name in connection with any publicity, unless the City gives prior written consent to such use of the City's name in each instance.

3.5. Standard of Performance. All workmanship, services, materials or equipment, either at the Premises or intended for it, shall conform in all respects with the requirements of all this Contract, and shall be the best obtainable from the crafts and trades. In all cases, the services, materials, equipment, reports, plans, specifications, deliverables, workmanship, etc. shall be equal to or better than the grade specified, and the best of their kind that is obtainable for the purpose for which they are intended. The standard of care and skill for all services performed by the Consultant shall be that standard of care and skill ordinarily used by other members of the Consultant's profession practicing under the same or similar conditions at the same time and in the same locality. The Consultant's

services rendered hereunder shall be rendered completely and by qualified personnel in accordance with standard industry practice.

3.6. Consultant's Employees. The Consultant shall at all times enforce strict discipline and good order among its employees, and shall not employ any unfit person or anyone not skilled in the work assigned.

3.7. Due Diligence Obligation. The Consultant acknowledges its responsibilities to examine and to be thoroughly familiar with the City's proposal document, including, but not limited to the specifications, and any addenda thereto. The Consultant hereby warrants and represents that prior to the submission of its proposal during the proposal process it reviewed or was afforded opportunity, by the City, to review all physical items, facilities, services or functions essential to the satisfactory performance of the services required ("Due Diligence") and thereby certifies that all such items facilities, services or functions are included in this Contract and thereby warrants that:

3.7.1 it conducted or had opportunity to conduct all Due Diligence prior to the submission of its proposal and, accordingly, any additional costs, services or products resulting from the failure of the Consultant to complete Due Diligence prior to submission of its proposal shall be borne by the Consultant. Furthermore the Consultant had the opportunity during the proposal process to ask questions it saw fit and to review the responses from the City;

3.7.2 its failure or omission to make investigation and verification of data shall, in no way, be cause for future claim of ignorance of such data or conditions nor shall such failure to investigate and verify be the basis for any claim whatsoever, monetary or otherwise;

3.7.3 it is solely responsible for resolving any issues resulting from the failure to conduct Due Diligence and shall assume any costs that may result during the implementation of the Project, including, but not limited to, adherence to specifications and pricing for the Project.

3.7.4 it was responsible for specifying any changes and disclosing any new costs prior to the submittal of its proposal. Thus, in the event any changes or costs are disclosed by the Consultant, or otherwise required, during the performance of its services, the sole responsibility for any modification, delay and cost of such changes shall reside with the Consultant.

3.7.5 has familiarized itself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and Federal, State and Local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work;

3.7.6 has given the City written notice of any conflict, error or discrepancy

that the Consultant has discovered in the Proposal Documents; and

3.7.7 agrees that the Proposal Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

3.8. Reporting Requirement. Unless the applicable Task Order(s) provide otherwise, the Consultant shall deliver (at a minimum) weekly written Task Order updates in a form and with detail acceptable to the Using Agency and shall deliver monthly written reports to the City's Using Agency setting forth **(i)** the issue date of the report, **(ii)** the time period covered by the report, **(iii)** a brief description of the work and services completed by the Consultant and/or delivered by the Consultant during the time period covered by the report, **(iv)** expressed as a percentage of the total work and services required under this contract, the percentage of the total work represented by the work and services described in subsection iii above, **(v)** expressed as a percentage of this contract's Section 6 total compensation, the percentage of the total compensation represented by the work and services described in subsection iii above, **(vi)** the Consultant's declaration as to whether the entirety of the Consultant's work and services required in this contract will be, or will not be, completed within the Contract's Section 6 total compensation amount, and **(vii)** any and all additional useful and/or relevant information. Each report shall be signed by a Consultant representative acceptable to the City's Using Agency.

NOTE: the Consultant's failure to deliver any report required herein shall be deemed a material breach of this Contract, the City hereby reserving the right to exercise all available legal remedy(ies) to address said breach.

3.9. Activities, Work, and Services Performed in Department of Education Facilities, on School Grounds, at Student Sporting Events, and/or where City Students are Present. For all activities in school facilities and/or Department of Education facilities, the Consultant shall first be required to coordinate all on-site visits and activities with the appropriate Department/personnel in Education, or the designated person and shall obtain any necessary clearance, ID badges, etc. Consultant shall enter and exit all school facilities and Department of Educational facilities as designated as authorized by the appropriate Department/personnel in Education, or the designated person.

3.10. Criminal Background Check and DCF Registry Check. The Consultant shall comply with the requirements of C.G.S. 10-222 c (g) and shall ensure, and represents to the City, that any employee who will be on school grounds/Department of Education Property/at Department of Education events and/or where City students 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 Consultant shall further ensure, and represents to the City that any person who will have direct contact with

a student has submitted to a records check of the Department of Children and Families Child Abuse and Neglect Registry established pursuant to Conn. Gen. Stat. §17a-101k, as well as State and National criminal history records checks conducted in accordance with Conn. Gen. Stat. §29-17a, the Federal National Child Protection Act of 1993, and the Federal Volunteers for Children Act of 1998. The Consultant shall not permit any person with a disqualifying criminal history to have contact with a student. The Consultant agrees that "direct contact" shall include the Consultant and its employees providing services under this Contract if said services are performed on school grounds/Department of Education Property/at Department of Education events and/or where City students are present.

4. Responsibilities of the City. Upon the City's receipt of Consultant's written request, the City will provide the Consultant with all documents, data and other materials the City agrees are necessary and appropriate to the service to be performed by the Consultant hereunder and the City will endeavor to secure, where feasible and where the City agrees it is necessary and appropriate, materials or information from other sources requested by the Consultant for the purpose of carrying out the services under this Contract.

5. Contract Time. The Consultant shall complete all work and services required under this Contract by **December 31, 2027** and in accordance with all Project Phase Completion Dates, Project Milestones, and Substantial and Final Completion Dates identified in fully executed Task Orders under this Contract ("Contract Time").

5.1. Time is and shall be of the essence for all Project milestones, completion date for the Project. The Consultant further agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract time stated above. It is expressly understood and agreed, by and between the Consultant and City, that the Contract Time is reasonable for the completion of the Work. The Consultant shall be subject to City imposed fines and/or penalties in the event the Consultant breaches the foregoing dates.

6. Compensation. The City shall compensate the Consultant for satisfactory provision of all of the goods and services set forth in this Contract as follows in this Section 6.

6.1. Fee Schedule. The fee payable to the Consultant shall be in accordance with the Consultant's response to **RFQ No. 8132**, dated November 1, 2024, Consultant's Cost Information Schedule Packet and all applicable fully executed Task Orders and Purchase Orders.

6.2. Limitation of Payment. Compensation payable to the Consultant is limited to those fees set forth in Section 6.1. above. Such compensation shall be paid by the City upon review and approval of the Consultant's invoices for payment and review of the work, services, deliverables, etc. required in this Contract and review as may be further required by the Charter and Ordinances of the City. Consultant's invoices shall describe

the work, services, reports, plans, specifications, deliverables, etc. rendered and the compensation sought therefore in a form and with detail and clarity acceptable to the City.

6.2.1 The Consultant and its affiliates are hereby provided with notice that the City reserves the right, in the City's sole discretion, to offset, withhold, or otherwise reduce City payment(s) to the Consultant in an amount equaling the sum or sums of money the Consultant and/or its affiliates is/are, or becomes delinquent or in arrears on, regarding the Consultant's and/or its affiliate's real and personal tax obligations to the City.

6.3. Review of Work. The Consultant shall permit the City to review, at any time, all work performed under the terms of this Contract at any stage of the work. The Consultant shall maintain or cause to be maintained all records, books or other documents relative to charges, costs, expenses, fees, alleged breaches of the Contract, settlement of claims or any other matter pertaining to the Consultant's demand for payment. The City shall not certify fees for payment to the Consultant until the City has determines that the Consultant has completed the work in accordance with the requirements of this Contract.

6.4. Response Costs. All costs of the Consultant in preparing its Response to **RFQ No. 8132** shall be solely borne by the Consultant and are not included in the compensation to be paid by the City to the Consultant under this Contract or any other Contract.

6.5. Payment for Services, Materials, Employees. The Consultant shall be fully and solely responsible for the suitability, and compliance with the Contract, of all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. furnished to the City under this Contract. The Consultant shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc., going into the work, and all bills for insurance, bonds, Worker's Compensation coverage, Federal and State Unemployment Compensation, and Social Security charges applicable to this Project. Before final payment is made, the Consultant shall furnish a legal statement to the City that all payments required under this subparagraph have been made.

6.6. Liens. Neither the final payment nor any part of the retained percentage, if any, shall become due until the Consultant shall deliver to the City a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof, and, in either case, an affidavit that so far as the Consultant has knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed; but the Consultant may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the City, to indemnify it against any lien. If any lien remains unsatisfied after all payments are made, the Consultant shall refund to the City all moneys that the City may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

7. Passing of Title and Risk of Loss. Title to each item of equipment, material, reports, plans, specifications, supplies, services, etc. required to be delivered to the City hereunder shall pass to City upon City payment to the Consultant for that item. Consultant and its insurer shall assume the risk of loss or damage up to and including the date title passes, except that City shall be responsible for loss or damage caused by City's negligence.

8. Indemnification.

8.1. The Consultant shall indemnify, defend, and hold harmless the City, City's Boards, and Board of Education, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, design, drawings, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or expenses **(i)** are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, **(ii)** are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of the Consultant, its employees, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder; **(iii)** enforcement action or any claim for breach of the Consultant duties hereunder or **(iv)** claim for intangible loss(es) including but not limited to business losses, lost profits or revenue, regardless of whether or not it is caused in part by a party indemnified hereunder.

8.2. In any and all claims against the City or any of its boards, agents, employees or officers by the Consultant or any employee of the Consultant, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 8.1, above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Consultant or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

8.3. The Consultant understands and agrees that any insurance required by this Contract, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City as provided in this Contract.

8.4. The Consultant expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City and the City's boards, agents, employees or officers as provided herein.

8.5. Royalties and Patents. The Consultant shall, for all time, secure to the City the free and undisputed right to the use of any and all patented articles and methods used in the work and shall defend at Consultant's own expense any and all suits for infringement

or alleged infringement of such patents, and in the event of adverse award under patent suits, the Consultant shall pay such awards and hold the City harmless in connection with any patent suits that may arise as a result of installations made by the Consultant and as to any award made thereunder.

8.6. In the event this Contract and/or the 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 Consultant shall indemnify, defend and hold harmless the City from any fine, penalty or other amounts imposed on the City under said statutes, regulations, Charter or Ordinances, if caused by Consultant, or its subcontractor, omission or commission..

9. Consultant's Insurance.

9.1. The Consultant shall not commence work under this Contract until all insurance required under this Section 9 has been obtained by the Consultant and such insurance has been approved by the City. The Consultant shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an A.M. Best financial size category of VII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

9.2. At no additional cost to the City, the Consultant shall purchase and maintain the insurance coverages set forth below which shall protect the City from claims which may arise out of or result from the Consultant's obligation under this Contract, whether such obligations are the Consultant's or subcontractor or person or entity directly or indirectly employed by said Consultant or subcontractor, or by any person or entity for whose acts said Consultant or subcontractor may be liable.

9.3. Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this Contract and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.

9.4. The following policies with stated limits shall be maintained, in full force and effect, at all times during which the services are to be performed by the Consultant:

9.4.1 General Liability Insurance:

$1,000,000.00 Each Occurrence

$2,000,000.00 General Aggregate
$2,000,000.00 Products/Completed Operations Aggregate

Providing coverage to protect the City for all damages arising out of bodily injuries, sickness to or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.

9.4.2 Automobile Liability Insurance:

$1,000,000.00 combined single limit (CSL)

Providing coverage to protect the City with respect to claims for damage for bodily injury and or property damage arising out of ownership, maintenance, operation, use or loading and unloading of any auto including hired & non-owned autos.

9.4.3 Workers' Compensation: Statutory Limits within the State of Connecticut: Employers' Liability:

EL Each Accident **$1,000,000.00**
EL Disease Each Employee **$1,000,000.00**
EL Disease Policy Limit **$1,000,000.00**

Consultant shall comply with all State of Connecticut statutes as it relates to workers' compensation.

9.4.4 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, Professional Liability and Workers Compensation insurances

9.4.5 Professional Liability/E&O Insurance:

$1,000,000.00 Each Wrongful Act
$1,000,000.00 Aggregate
Professional liability (also known as, errors and omissions) insurance providing coverage to the Consultant.

Additionally, for services that may involve Contaminated and/or Hazardous Substances, the Consultant shall provide the following:

9.4.6 Contractor's Pollution Liability Insurance

$1,000,000.00 Each Occurrence/Claim
$1,000,000.00 Aggregate
There will be no exclusion for Hazardous materials, including Asbestos & Lead

9.5. Failure to Maintain Insurance: In the event the Consultant fails to maintain the minimum required coverage as set forth herein, the City may at its option purchase same, and offset the Consultant's invoices for the cost of said insurance.

9.6. Cancellation: The City of Waterbury shall receive written notice of cancellation from the Consultant at least thirty (30) calendar days prior to the date of actual cancellation, regardless of the reason for such cancellation.

9.7. Certificates of Insurance: The Consultant's General, Automobile and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City and its Board of Education as an Additional Insured and include a waiver of subrogation on all policies except Professional Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Consultant's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. At the time the Consultant executes this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance, and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury and its Board of Education are listed as Additional Insured on a primary and non-contributory basis on all policies except Workers' Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Professional Liability."** The Consultant must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

9.8. 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.

9.9 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.

10. Conformance with Federal, State and Other Jurisdictional Requirements. By executing this Contract, the Consultant represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with all applicable statutes, acts, ordinances, guidelines, resolutions, orders, judgments, decrees, injunctions, rules, and regulations of all government authorities applicable to performance by the Consultant of services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following: *EQUAL EMPLOYMENT OPPORTUNITY ACT*; *COPELAND ANTI-KICKBACK ACT*, as supplemented in the Department of Labor Regulations (29 CFR Part 3); *DAVIS-BACON ACT* as supplemented by Department of Labor Regulations (29 CFR Part 5); Section 103 and 107 of the Contract Work Hours and Safety Standards Act, as supplemented by the Department of Labor Regulations (29 CFR Part 5); the *HOUSING and COMMUNITY DEVELOPMENT ACT of 1974*, as amended; TITLE 31 and Section 12-430(7) of the State of Connecticut General Statutes. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference and made a part hereof.

10.1. Permits, Laws, and Regulations. Permits and licenses necessary for the delivery and completion of the Consultant's work and services shall be secured in advance and paid by the Consultant. The Consultant shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work and services as specified.

10.2. Taxes-Federal, State and Local. The City is exempt from Federal Excise and Transportation, State and Local Sales and Use Taxes, including without limitation, taxes that would otherwise be imposed upon the Consultant for transactions required or necessitated hereunder between it and its subcontractors, suppliers, etc. The Consultant remains liable, however, for any applicable tax obligations it incurs. Moreover, the Consultant represents that the proposal and pricing contained in this Contract do not include the amount payable for said taxes.

10.3. Labor and Wages. The Consultant and its subcontractors shall conform to the labor laws of the State of Connecticut, and all other laws, ordinances, and legal requirements affecting the work in Connecticut.

10.3.1 The Consultant is aware of the provisions of Title 31, §53 of the Connecticut General Statutes, latest revision (the "Act"), concerning the payment of minimum wages and other payments or contributions established by the State of Connecticut Labor Commissioner for work on public facilities. The provisions of the Act are incorporated by reference and made a part of this Contract. The Act provides that the Connecticut prevailing wage law applies to certain remodeling, refurbishing, alteration, repair and new construction. The

wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in Conn .Gen. Statute 31-53(i), shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

10.3.2 The Consultant is aware of, and shall comply with, the provisions of both the Federal Davis-Bacon Act and the Federal American Recovery and Reinvestment Act of 2009, the provisions of both acts hereby incorporated by reference and made a part of this Contract. The Federal Davis-Bacon Act provides that Federal wage rate laws apply to certain federally funded contracts. The American Recovery and Reinvestment Act ("ARRA") provides that Federal wage rate laws apply to all ARRA funded contracts regardless of the contract's dollar value.

11. Discriminatory Practices. In performing this Contract, the Consultant shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, sex, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified. This covenant is required pursuant to §93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this Contract. Said provisions with subcontractors shall require conformity and compliance with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

11.1. Discrimination Because of Certain Labor Matters. No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because such person has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or related to the labor standards applicable hereunder to its employer.

11.2. Equal Opportunity. In its execution of the performance of this Contract, the Consultant shall not discriminate and shall comply with applicable laws prohibiting discrimination on the grounds of race, color, religion, sex, national origin or citizenship status, age or handicap. The Consultant agrees to comply with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements, and will require the same of all subcontractors.

12. 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 Consultant shall then be required to comply with the following (referred to as the "Section 3 clause"):

12.1. 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.

12.2. 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.

12.3. The Consultant agrees to send to each labor organization or representative of workers with which the Consultant has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Consultant'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.

12.4. The Consultant 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 Consultant will not subcontract with any subcontractor where the Consultant has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 135.

12.5. The Consultant will certify that any vacant employment positions, including training positions, that are filled (i) after the Consultant 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 Consultant's obligations under 24 C.F.R. part 135.

12.6. 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.

12.7. 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).

13. Termination.

13.1. Termination of Contract for Cause. If, through any cause, in part or in full, not the fault of the Consultant, the Consultant shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract , the City shall thereupon have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) business days before the effective date of such termination.

13.1.1 In the event of such termination, all finished or unfinished documents, data, studies, reports, specifications, deliverables, etc. prepared by the Consultant under this Contract shall, at the option of the City, become the City's property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed for such.

13.1.2 Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by the Consultant, and the City may withhold any payments to the Consultant for the purpose of setoff until such time as the exact amount of damages due the City from the Consultant is determined.

13.2. Termination for Convenience of the City. The City may terminate this Contract at any time for the convenience of the City, by a notice in writing from the City to the Consultant. If this Contract is terminated by the City as provided herein, the Consultant will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Consultant covered by this Contract, less payments of compensation previously made.

13.3. Termination for Non-Appropriation or Lack of Funding. The Consultant acknowledges that the City is a municipal corporation and that this Contract is subject to the appropriation of funds by the City sufficient for this Contract for each budget year

in which this Contract is in effect. The Consultant therefore agrees that the City shall have the right to terminate this Contract in whole or in part without penalty in the event sufficient funds to provide for City payment(s) under this Contract is not appropriated, not authorized or not made available pursuant to law, or such funding has been reduced pursuant to law.

13.3.1 Effects of Non-Appropriation. If funds to enable the City to effect continued payment under this Contract are not appropriated, authorized or otherwise made available by law, the City shall have the right to terminate this Contract without penalty at the end of the last period for which funds have been appropriated, authorized or otherwise made available by law by giving written notice of termination to the Consultant.

13.3.2 Effects of Reduced Levels of Funding. If funding is reduced by law, or funds to pay the Consultant for the agreed to level of the products, services and functions to be provided by the Consultant under this Contract are not appropriated, authorized or otherwise made available by law, the City may, upon seven (7) calendar days written notice to the Consultant, reduce the level of the products, services or functions in such manner and for such periods of time as the City may elect. The charges payable under this Contract shall be equitably adjusted to reflect such reduced level of products, services or functions and the parties shall be afforded the rights set forth in this Contract.

13.3.3 No Payment for Lost Profits. In no event shall the City be obligated to pay or otherwise compensate the Consultant for any lost or expected future profits.

13.4. Rights Upon Cancellation or Termination.

13.4.1 Termination for Cause. In the event the City terminates this Contract for cause, the Consultant shall relinquish to the City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights in and to the documents, data, studies, reports, specifications, deliverables, etc. provided to, in possession of, and properly invoiced and paid for by (except to the extent such invoiced amount is disputed) the City. With regard to third party products, the Consultant shall transfer all licenses to the City which the Consultant is permitted to transfer in accordance with the applicable third party license. The City shall have no financial obligation to compensate the Consultant for such terminated documents, data, studies, reports, specifications, deliverables, etc. unless payment is otherwise approved by the City prior to such termination. The Consultant shall be liable for costs incurred by the City, including but not limited to reasonable attorney fees and all court awarded fees and costs incurred in terminating this agreement in whole or in part.

13.4.2 Termination for Lack of Funding or Convenience. In the event of termination of this Contract by the City for lack of funding or convenience, the

City shall pay the Consultant for all documents, data, studies, reports, specifications, deliverables, etc. (including any holdbacks), installed and delivered to the City as of the Termination Date and the Consultant shall relinquish to the City any applicable interest, title and ownership including, but not limited to perpetual use of any proprietary rights in and to said documents, data, studies, reports, specifications, deliverables, etc. in possession of and paid for by the City (except to the extent any invoiced amount is disputed). The Consultant shall be required to exercise commercially reasonable efforts to mitigate damages. In the event of a termination for Lack of Funding or Convenience the City and the Consultant may negotiate a mutually acceptable payment to the Consultant for reasonable demobilization expenses. Said demobilization expenses, if any, shall be handled in accordance with the provision of this Contract pertaining to Changes in the Work.

13.4.3 Termination by the Consultant. The Consultant may, by written notice to the City, terminate this Contract if the City materially breaches, provided that the Consultant shall give the City thirty (30) calendar days prior written notice and an opportunity to cure by the end of said thirty (30) day period. In the event of such termination, the Consultant will be compensated by the City for work performed prior to such termination date and the Consultant shall deliver to the City all deliverables as otherwise set forth in this Contract.

13.4.4 Assumption of Subcontracts. In the event of termination of this Contract, the City shall have the right to assume, at its option, any and all subcontracts for products, services and functions provided exclusively under this Contract, and may further pursue completion of the work under this Contract by replacement contract or otherwise as the City may in its sole judgment deem expedient.

13.4.5 Delivery of Documents. In the event of termination of this Contract, **(i)** the Consultant shall promptly deliver to the City, in a manner reasonably specified by the City, all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. and other tangible items furnished by, or owned, leased, or licensed by, the City, and **(ii)** the City shall pay the Consultant for all services performed and deliverables completed and accepted (pro-rated for deliverables partially completed) prior to the effective date of the termination (except to the extent any invoice amount is disputed).

14. Ownership of Instruments of Professional Services. The City acknowledges the Consultant's documents, data, studies, reports, specifications, deliverables, etc. created and to be created pursuant to this Contract, including electronic files, are Instruments of Professional Services. Nevertheless, the final Instruments of Professional Services, including, but not limited to documents, data, studies, reports, specifications, deliverables, etc. prepared for the City under this Contract shall become the property of the City upon City payment for that Instrument of Professional Services and the City reserves the right to use the Instruments of Professional Services.

15. Force Majeure. Consultant 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:

15.1. Acts of God, fire, explosion, epidemic, cyclone, flood, war, strikes, revolution, civil commotion, or acts of public enemies.

15.2. Change of law and order, proclamation, regulation, ordinance, or governmental requirement.

Upon cessation of work for reason of force majeure delays, Consultant shall use its best efforts to meet the schedule set forth in Section 5 of this Contract.

16. Subcontracting. The Consultant shall not, without the prior written approval of the City, subcontract, in whole or in part, any of the Consultant's services. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than that required of the Consultant and shall name the City as an additional insured party and said subcontractors shall deliver to the City a certificate of insurance evidencing such coverages. All subcontractors shall comply with all Federal, State and Local, laws, regulations and ordinances but such requirement shall not relieve the Consultant from its requirement that all work and services provided or required hereunder shall comply with all Federal, State and Local, laws, regulations and ordinances.

16.1. The Consultant shall be as fully responsible to the City for the acts and omissions of the Consultant's subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Consultant.

17. Assignability. The Consultant shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City; provided, however, that claims for money due or to become due the Consultant from the City under this Contract may be assigned to a bank, trust, company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

18. Audit. The City reserves the right to audit the Consultant's books of account in relation to this Contract any time during the period of this Contract or at any time during the twelve month period immediately following the closing or termination of this Contract. In the event the City elects to make such an audit, the Consultant shall immediately make available to the City all records pertaining to this Contract, including, but not limited to, payroll records, bank statements and canceled checks.

19. Risk of Damage and Loss. The Consultant shall be solely responsible for causing the timely repair to and/or replacement of, City property or item(s) intended to become City property hereunder, where the need for repair or replacement was caused by the Consultant, by someone

under the care and/or control of the Consultant, by any subcontractor of the Consultant, or by any shipper or delivery service. The Consultant shall be solely responsible for all costs and expenses, including but not limited to shipping, delivery, insurance, etc. associated with the foregoing repair and replacement obligation. Further, the Consultant shall be solely responsible for securing the City's written acceptance of all completed repairs and replacements required hereunder. The City hereby retains sole discretion to determine whether a repair or a replacement is the proper remedy.

20. Interest of Consultant. The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the project or any parcel of land therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Consultant further covenants that in the performance of this Contract no person having any such interest shall be employed.

21. Entire Agreement. This Contract shall constitute the complete and exclusive statement of the contract between the parties as it relates to this transaction and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter. Any amendment to this Contract must be in writing and agreed to and executed by the City and the Consultant.

22. Independent Contractor Relationship. The relationship between the City and the Consultant is that of client and independent contractor. No agent, employee, or servant of the Consultant shall be deemed to be an employee, agent or servant of the City. The Consultant shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract. It is the express intention of the parties hereto, and the Consultant hereby agrees and covenants, that it and any and all third party(ies) and subcontractor(s) retained by the Consultant hereunder is/are not and shall not be deemed an employee of the City of Waterbury, but is/are and shall remain an independent contractor relative to the City and that nothing herein shall be interpreted or construed as creating or establishing the relationship of employer-employee between the City of Waterbury and the Consultant or between the City of Waterbury and any third party(ies) or subcontractor(s). Thus, the Consultant hereby covenants that it, its subcontractor(s) and third party(ies) shall not be entitled to the usual characteristics of employment, such as income tax withholding, F.I.C.A. deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc. and that the Consultant shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, representatives, subcontractors and third party(ies).

23. Severability. Whenever possible, each provision of this Contract shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Contract, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law, and if capable of substantial performance, the remaining provisions of this Contract shall be enforced as if this Contract was entered into without an invalid provision. If the ruling and/or controlling principle of law or equity leading to the ruling is subsequently overruled, modified or amended by legislation, judicial or administrative action, then the provision(s) in question as originally set forth in this Contract shall be deemed

valid and enforceable to the maximum extent permitted by the new controlling principal of law or equity.

24. Survival. Any provisions of this Contract that impose continuing obligations on the parties shall survive the expiration or termination of this Contract for any reason.

25. Contract Change Orders.

25.1. At the sole discretion of the City, a Change Order may be issued solely by the City to modify an existing party obligation set forth in this Contract where the scope of the Change Order is:

25.1.1 within the scope of the original Contract OR is made pursuant to a provision in the original Contract, AND

25.1.2 the Change Order monetary cost is charged solely against those funds encumbered for and at the time the Contract was originally executed by the City, that is those funds set forth in the original Contract as a not to exceed payment amount OR within the original Contract's contingency / allowance / reserve amount (if any is stated therein), AND

25.1.3 the Final Completion Date has not been changed.

25.2. Notwithstanding the foregoing subsection A, a Change Order shall not include:

25.2.1 an upward adjustment to a Consultant's payment claim, or

25.2.2 a payment increase under any escalation clause set forth in the original contract, or any Change Order, or any amendment.

25.3. That the work and/or services contemplated are necessary does not, in itself, permit a Change Order. Should the need for a Change Order arise, the request shall be reviewed, and if agreed to, approved by the City's Using Agency and any City designated representative(s). To be binding and enforceable, a Change Order shall thereafter be signed by both the Consultant, any City designated representative(s), and a duly authorized representative of the City's Using Agency prior to the Consultant's delivery of the services, etc. contemplated in said Change Order. All Change Orders are governed by the provisions of this Contract. Any contract change NOT fully complying with this Section 25 shall be effectuated solely by an amendment to this Contract complying with Section 38.073 of the City's "Centralized Procurement System" ordinance.

26. Conflicts or Disputes. This Contract represents the full and complete concurrence between the City and the Consultant and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to

resolve such conflicts or disputes, the historical documents are **(i)** the City's aforementioned **RFP No. 8132** and **(ii)** the Consultant's proposal responding to the aforementioned **RFP No. 8132.**

26.1. Procedure. This procedure supersedes all statements to the contrary occurring either in proposals or other prior agreements, oral or written, and all other communications between the parties relating to this subject.

26.2. Presumption. This Contract or any section thereof shall not be construed against any party due to the fact that the Contract or any section thereof was drafted by such party.

27. Disputes; Legal Proceedings; Waiver of Trial by Jury and Continued Performance. The Consultant agrees that its waives a trial by jury as to any and all claims, causes of action or disputes arising out of this Contract or services to be provided pursuant to this Contract. Notwithstanding any such claim, dispute or legal action, the Consultant shall continue to perform services under this Contract in a timely manner, unless otherwise directed by the City.

28. Binding Agreement. The City and the Consultant each bind themselves, and their successors, assigns and legal representatives to the other party to this Contract and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Contract.

29. Waiver. Any waiver of the terms and conditions of this Contract by either of the parties hereto shall not be construed to be a waiver of any other term or condition of this Contract.

30. Governing Laws. This Contract, its terms and conditions and any claims arising there from shall be governed by the laws of the State of Connecticut.

31. Notice. Except as otherwise specifically prohibited in this Contract, whenever under this Contract approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the City's Using Agency or the Consultant, and delivered in hand or sent by mail, postage prepaid, to the party to whom it is directed, which until changed by written notice, are as follows:

Consultant: SLR INTERNATIONAL CORPORATION
22118 20TH AVE. SE, BLDG G STE. 202
BOTHELL, WA 98021

With a copy to: SLR INTERNATIONAL CORPORATION
99 Realty Drive
Cheshire, CT 06410

City: City of Waterbury
c/o _____
Waterbury, CT 0670_

With a copy to: City of Waterbury
Office of the Corporation Counsel
City Hall Municipal Building - 3rd Floor
235 Grand Street
Waterbury, CT 06702

32. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions.
The Person (the term "Person" shall herein be as defined in Section 38 of the City's Code of Ordinances) supplying the documents, data, studies, reports, specifications, deliverables, etc. under this Contract shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc. whether or not they are expressly stated in this Contract, including but not limited to the following:

32.1. It shall be a material breach of this Contract, and, except as may be permitted by regulations or rulings of the City of Waterbury Board of Ethics it shall be a violation of the City's Code of Ordinances, for any Public Official, City Employee or Member of a Board or Commission who is participating directly or indirectly in the procurement process as set forth in the City's Code of Ordinances, including those participating in exempt transactions, to become or be the employee of any person contracting with the governmental body by whom the Official, Employee, or Board or Commission member is employed or is a member.

32.2. It shall be a material breach of this Contract, and it shall be a violation of the City's Code of Ordinances for any Person to offer, give, or agree to give any current or former Public Official, Employee or Member of a Board or Commission, or for such current or former Public Official, Employee or Member of a Board or Commission to solicit, demand, accept or agree to accept from another Person, a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or Purchase Order, or to any solicitation or proposal therefore.

32.3. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for any payment, Gratuity, or offer of employment to be made as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime Consultant or higher tier subcontractor or any Person associated

therewith, under a Contract or Purchase Order to the City.

32.4. The value of anything transferred or received in violation of the City's Charter, Code of Ordinances, and/or regulations promulgated there under, by any Person subject to said Charter and/or Ordinances may be recovered by the City.

32.5. Upon a showing that a subcontractor made a kickback to the City, a prime Consultant or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

32.6. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this subsection 32.6, the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this subsection 32.6 shall not apply to full-time Employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.

32.7. The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has **(i)** delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owned to the City; **(ii)** filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; **(iii)** delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and **(iv)** filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 32.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

32.8. The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 32.1-32.7.

32.9. The Consultant is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, all relevant provisions of the City's Charter and all relevant provisions of the City's Code of Ordinances, including without limitation

Chapters 93, titled "Discriminatory Practices", Chapter 38 titled "Centralized Procurement System", and Chapter 39 titled "Ethics and Conflict of Interest", of said Code as may be amended from time to time.

32.10. The Consultant hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet 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"].

32.11. The Consultant is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, the City's Ordinance Sections 34.15 through 34.99 entitled, "Ordinance Concerning the Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects" and the State of Connecticut Legislature's Special Act No. 01-1.

32.12. Every Person who conducts business with, contracts, with or provides commodities or services to the City, is charged with notice of the extent of the powers and authority, and the limitations thereon, of the Public Officials and Employees of the City, as set forth in the charter of the City, the Code of Ordinances and any Regulations or Policies pertaining thereto. In particular, and without implying any limitation as to its applicability, it applies to all Persons who participate in the procedures pertaining to the Centralized Procurement System as set forth in Chapter 38, and the Ethics and Conflict of Interest provisions set forth in Chapter 39 of the Code of Ordinances.

32.13. INTEREST OF CITY OFFICIALS. No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains shall have any personal interest, direct or indirect, in this Contract.

32.14. PROHIBITION AGAINST CONTINGENCY FEES. The Consultant hereby represents that it has not retained anyone to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage or contingency fee.

32.15. FREEDOM OF INFORMATION ACT NOTICE. Pursuant to State statute, in the event the total compensation payable to the Consultant set forth in Section 6 herein is greater than $2,500,000.00, the City is entitled to receive a copy of any and all Consultant records and files related to the performance of this Contract and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

(signature page follows)

IN WITNESS WHEREOF, the parties hereto execute this Contract on the dates signed below.

WITNESSES:

Sign:_____
Print name:

Sign:_____
Print name:

CITY OF WATERBURY

By:_____
Paul K. Pernerewski, Jr.
Mayor

Date: _____

WITNESSES:

Sign:_____
Print name:

Sign:_____
Print name:

SLR INTERNATIONAL CORPORATION

By:_____
Print name:
Its _____

Date: _____

ATTACHMENT A

Attachment A shall consist of the following, which are attached hereto, are acknowledged by the Consultant as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

1.1.1 The City's **RFQ No**. **8132** for **ENGINEERING ON-CALL SERVICES 2025 THROUGH 2027** (incorporated by reference);

1.1.2 **Addenda #1** to the City's **RFQ No. 8132**, dated October 23, 2024 and consisting of 8 pages (attached hereto);

1.1.3 The Consultant's Qualifications submitted in response to the City's **RFQ No. 8132**, dated November 1, 2024 and consisting of 164 pages (incorporated by reference), and the Consultant's Title Page and completed ATTACHMENT E – COST INFORMATION SCHEDULE (20 page "Cost Information Schedule Packet") (attached hereto);

1.1.4 Consultant's Certificate(s) of Insurance (attached hereto);

1.1.5 All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference);

1.1.6 All permits and licenses (incorporated by reference); and

1.1.7 Any and all amendment(s) and Change Orders issued by the City after execution of Agreement (incorporated by reference).

MAURENN McCAULEY
ASSISTANT DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

October 23, 2024

RFQ 8132 Engineering On Call Services 2025-2027

Please Be Advised:

1. All Respondents are hereby notified that this Addendum No. 1 shall be part of the Contract Documents for the above referenced **RFQ #8132**.
2. This Addendum amends or supplements the RFP Documents. All provisions which are not so amended or supplemented remain in full force and effect.
3. Each Respondent shall be responsible for determining that it has received all Addenda issued and shall acknowledge receipt of all Addenda on the Addendum Acknowledgment Form (see Attachment C). Failure to do so may subject the Respondent to disqualification.

The RFQ Documents are hereby amended as follows:

Amendments to RFQ Documents:

1) Attachment D (Discipline List, BFO Information and MBE, DBE, WBE, SBE Status) – Delete Page 1 of 7 of Attachment D and replace with the attached "Attachment D, Page 1 of 7, Rev. - Addendum #1 – 10/23/2024."

2) Attachment E (Cost Information Schedule). Delete Page 1 of 6 of Attachment E and replace with the attached "Attachment E, Page 1 of 6, Rev. - Addendum #1 – 10/23/2024."

3) RFQ Subsection 2, Insurance Requirements, of Section B, Qualifications is deleted in its entirety and replaced by the one (1) page document attached hereto, entitled "**REQUEST FOR QUALIFICATIONS (RFQ # 8132) BY THE CITY OF WATERBURY FOR ENGINEERING ON-CALL SERVICES 2025 THROUGH 2027 Insurance Requirements.**"
Note: At time of contracting, the language in said attachment will be incorporated into the final Master Contracts.

4) Regarding information to be provided pursuant to RFQ Section H, Submittal Requirements & Required Format, any requests therein for information that is also required by SF330 need not be submitted, provided it is included in completed SF330 form.

235 GRAND STREET • WATERBURY, CONNECTICUT 06702 • PHONE: (203) 574-6749 • FAX: (203) 597-3437

<u>Clarifications</u>:

Notwithstanding statements to the contrary in the RFQ, one original (clearly identified as such) seven (7) paper copies of your firm's Response to RFQ are required. Qualifications submitted in response to this RFQ must include a letter of interest, together with general information on the firm and proposed sub consultants, the firm's brochure, current Federal Form SF330, experience of the firms, and resumes of key personnel as well as all other requested information / documentation, including Attachment D (Discipline List, BFO Information and MBE, DBE, WBE, SBE Status).

One original hard copy of Attachment E (Cost Information Schedule) shall be submitted in a separate, sealed envelope marked "Confidential: Attachment E (Cost Information Schedule).

Additionally, submit a portable memory device (flash drive) containing: a) Firm's Response to the RFQ (as one PDF) and b) a PDF of Firm's Attachment E (Cost Information Schedule).

Please refer to the questions and answers below.

Question: My company is very interested in participating as a Sub-Consultant. Where can I get the list of companies participating in this proposal?
Answer: No list exists, and thus, cannot be provided.

Question: Can the City clarify the scopes needed for Master Planning?
Answer:

1. Engage Stakeholders: Involve the community or relevant stakeholders to gather input and ensure their needs and aspirations are considered in the planning process. Experience in community outreach techniques and conducting successful Public Information Meetings and hearings.
2. Gather and Analyze Data: Collect data on current conditions, trends, and future projections. This could include demographic information, economic data, and environmental assessments.
3. Identify Goals and Objectives: Clearly define what City wants to achieve. This could be improving infrastructure, enhancing community services, neighborhood redevelopment or setting milestones. Planning can be for facilities, parks, sanitation, health initiatives, public buildings, transportation design, needs assessments, plans of conservation and development, etc…
4. Develop Strategies: Outline the steps needed to achieve City goals. This might include specific projects or phases, policy changes, or new initiatives.
5. Create an Implementation Plan: Detail how the strategies will be put into action, including timelines, responsible parties, and required resources.
6. Funding: Identify and assist or apply for funding using existing programs available.

7. Monitor and Adjust: Regularly review progress and make adjustments as needed to stay on track and address any emerging challenges.

Question: The City has requested a SF330 form for qualifications. A standard 330 form limits the submitter to only 10 projects. Would we be able to provide more than 10 projects for our firm in the SF330 format?
Answer: Yes – they should be applicable to the disciplines being submitted on (see additional related questions below).

Question: Under Section H, Submittal Requirements & Required Format, consultants are noted to provide seven (7) paper copies of our response. One needs to be clearly marked as an original. Is the original copy included in the seven (7) copies, or should we include the original and seven (7) copies in addition?
Answer: See "Amendments to RFQ Documents" above.

Question: Under section H. Submittal Requirements & Required Format, consultants are noted to provide seven (7) paper copies of our response. However, under no. 4, section H mentions including a USB drive in our submittal requirements. Is this USB drive specifically for the response to ' Cost Information Schedule/ Discipline List/BFO Information?
Answer: See "Amendments to RFQ Documents" above.

Question: For the separate Attachment submissions, do you expect 7 hard copies and 1 file uploaded to USB for strictly the Attachments? Or are the one (1) original, 7 paper copies including the full proposal, the attachments, and the USB? Please clarify the two separate submission processes.
Answer: See "Amendments to RFQ Documents" above.

Question: Under section H. Submittal Requirements & Required Format, Question 2, part b, Summary of Relevant Experience. We are requested to provide all our completed relevant projects that fall within the last five (5) years. Our office is one of many across the United States, specifically in the Northeast. Is this requesting projects only from our office in Connecticut office team or our company as a whole?
Answer: Provide at least 5 relevant projects. Your discretion whether or not projects are just from Connecticut office or from entire organization keeping in mind that the work will be done in the City and firm(s) selected to be based upon responsiveness.

Question: This solicitation is for On-Call Engineering but has a fee schedule that includes Architecture. Can an Architecture firm submit a fee schedule for Architectural Services only, without Engineering sub-contractors?
Answer: Yes.

Question: Please clarify that the submission for this On-Call includes one (1) full SF330 with all disciplines our firm is submitting under identified, rather than a categorical based submission.
Answer: One full SF 330.

Question: How many total projects is The City looking for? SF330 format calls for ten (10) total projects. Would this be ten (10) projects per discipline, or ten (10) projects total?
Answer: Can be up to ten per discipline submitted on.

Question: Given this RFQ was released on 10/8/2024, would it be possible to request an extension?
Answer: No; for various reasons, requests for extensions of time will not be considered.

Question: Attachment D, which lists the disciplines selected by the consultant, is to be included in a separate envelope. Since that attachment is to be opened after the QBS process, do we also identify our selected disciplines within the text of our submittal?
Answer: No need to identify selected disciplines within the text of our submittal. Attachment D shall not be submitted in the separate, sealed envelope. It shall now be submitted as part of the Firms response to the RFQ. (Only Attachment E [Cost Information Schedule] shall be submitted in a separate, sealed envelope marked "Confidential: Attachment E (Cost Information Schedule).

Question: During our review of the RFQ we noted that certain portions of the insurance requirements are not applicable to consulting services, including Builders Risk/Installation Floater Insurance and Contractor's Pollution Liability Insurance. Please let us know if these policies will be required as they are not traditionally held by consulting firms.
Answer:

Question: Relative to the City's standard agreement language, including Exhibits B1 and B2, would the City be amenable to negotiating mutually acceptable and insurable terms? Proposed modification would be provided as an appendix to the proposal response within the allowance noted in the exceptions and alternatives section of the RFQ.
Answer: Pursuant to Section H. Submittal Requirements & Required Format, Paragraph 6, Exceptions and Alternatives, Respondents may take exceptions to any requirement in the RFQ and/or offer alternatives to any provision thereof (including the attached City Contract form(s)); however, such exceptions or alternates cannot, in the sole discretion of the City, materially affect the substance of the RFQ or the provisions of the attached Contracts.

Further, the taking any exception or proposing any alternative is of not binding on the City, legally or otherwise, and in no way gives rise to any contractual relationship or rights, express or implied, between the City and the Respondent.

Lastly, while negotiations are permissible for contract provisions that are non-material in nature, please be advised that contract language pertaining to damages, insurance and/or indemnification is non-negotiable.

Thank you.

Maureen McCauley

Assistant Director of Purchasing – City of Waterbury

RFQ #8132 - ENGINEERING ON CALL SERVICES 2025 THROUGH 2027

ATTACHMENT D – DISCIPLINE LIST, BFO Information * And MBE, DBE, WBE, SBE STATUS**

NOTE: Attachment D shall be submitted as part of Firm's Repsonse to the RFQ. (Attachment D shall not be submitted in the separate, sealed envelope).

Submitted By: _____
(Print Firm Name)

Firm shall specify which disciplines they are submitting qualifications and provide BFO Information for each discipline selected.

* NOTE: If you have different BFO rates for various disciplines within your Firm, please provide this information, by discipline, where indicated below.

**NOTE: Provide MBE/DBE/WBE/SBE status and certification/documentation of same.

Additionally, on attached sheet(s), clearly identify any subconsultants/subcontractors, if known, and provided requested information.

Discipline	Check each discipline qualifications are being submitted	Indicate MBE, DBE, WBE, SBE Status and Ownership Percentage	BFO Information By Discipline (for 2025)	BFO Information By Discipline (for 2026)	BFO Information By Discipline (for 2027)
Roadway Engineering Design / Reconstruction	_____	_____	_____	_____	_____
Mechanical Engineering/Heating, Ventilation and Air Conditioning Engineering/Testing/ Adjusting/Balancing/Commissioning	_____	_____	_____	_____	_____
Electrical Engineering	_____	_____	_____	_____	_____

ATTACHMENT E – COST INFORMATION SCHEDULE

NOTE: An original hard copy of Attachment E shall be submitted in a separate, sealed envelope marked "Confidential: Cost Information Schedule."

Submitted By: _____
(Print Firm Name)

For Calendar Year(s): (check applicable*)

- ˇ 2025 – 2027, inclusive
- ˇ 2025
- ˇ 2026
- ˇ 2027

* Check applicable box(es) to indicate if providing cost information for entire 3-year initial Term, or for individual calendar years. If providing cost information for individual years, for each calendar year: a) make a copy of Attachment E, and b) check the appropriate box.

I. Respondents must provide pricing/rates in Attachment E for the services it seeks to provide under this RFQ.

Title/ Class	Job Description / Tasks	Straight Time	Overtime
Professional Engineer (Project) (Specialties include: civil, electrical, mechanical, structural, environmental, geotechnical, wastewater, landfill etc.).	Holds a bachelor's degree or higher in relevant engineering discipline. Licensed for this occupation by the CT Department of Consumer Protection. Designs and oversees construction of systems. Affixes professional engineer seal to documents when required. Specify minimum _____ years of experience and specialty.	$ _____	$ _____
Professional Engineer (Senior) (Specialties include: civil, electrical, mechanical, structural, environmental, geotechnical, wastewater, landfill etc.).	See Professional Engineer. Specify minimum _____ years of experience and specialty.	$ _____	$ _____

REQUEST FOR QUALIFICATIONS (RFQ # 8132)
BY
THE CITY OF WATERBURY
FOR
ENGINEERING ON-CALL SERVICES
2025 THROUGH 2027
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 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 coverage altered, 30 days written notice must be given to the City of Waterbury and the Waterbury Board of Education.

General Liability:	**$1,000,000 each Occurrence** **$2,000,000 General Aggregate** **$2,000,000 Products/ Completed Operations Aggregate**
Auto Liability:	**$1,000,000 Combined Single Limit each Accident** **Any Auto, All Owned and Hired Autos**
Workers Compensation:	**WC Statutory Limits** **Employer Liability (EL)** **$1,000,000 EL each Accident** **$1,000,000 EL Disease each Employee** **$1,000,000 EL Disease Policy Limits**
Excess/Umbrella Liability:	**$1,000,000 each Occurrence** **$1,000,000 Aggregate**
Professional Liability/E&O:	**$1,000,000 each Wrongful Act** **$1,000,000 Aggregate**

Additionally, for services that may involve Contaminated and/or Hazardous Substances, consultant shall also provide the following:

Contractor's Pollution Liability Insurance: **$1,000,000 each Occurrence**
$1,000,000 Aggregate
There will be no exclusion for Hazardous Materials, including Asbestos and Lead

Wording for Additional Insured Endorsement and Waiver of Subrogation:
The City 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.

Cost Information Schedule

Engineering On Call Services
2025 through 2027

RFQ #8132

City of Waterbury

SLR Project No.: 141.P36200.00001

November 1, 2024

ATTACHMENT E – COST INFORMATION SCHEDULE

NOTE: An original hard copy of Attachment E shall be submitted in a separate, sealed envelope marked "Confidential: Cost Information Schedule."

Submitted By: SLR International Corporation
(Print Firm Name)

For Calendar Year(s): (check applicable*)

- ☐ 2025 – 2027, inclusive
- ■ 2025
- ☐ 2026
- ☐ 2027

* Check applicable box(es) to indicate if providing cost information for entire 3-year initial Term, or for individual calendar years. If providing cost information for individual years, for each calendar year: a) make a copy of Attachment E, and b) check the appropriate box.

I. Respondents must provide pricing/rates in Attachment E for the services it seeks to provide under this RFQ.

Title/ Class	Job Description / Tasks	Straight Time	Overtime
Professional Engineer* (Project) (Specialties include: civil, electrical, mechanical, structural, environmental, geotechnical, wastewater, landfill etc.).	Holds a bachelor's degree or higher in relevant engineering discipline. Licensed for this occupation by the CT Department of Consumer Protection. Designs and oversees construction of systems. Affixes professional engineer seal to documents when required. Specify minimum 8 years of experience and specialty.	$ 225	$ n/a
Professional Engineer* (Senior) (Specialties include: civil, electrical, mechanical, structural, environmental, geotechnical, wastewater, landfill etc.).	See Professional Engineer. Specify minimum 10 years of experience and specialty.	$ 250	$ n/a

*includes licensed Landscape Architect

ATTACHMENT E – COST INFORMATION SCHEDULE

City of Waterbury

Engineer* (Project) (Specialties include: civil, electrical, mechanical, structural, chemical, environmental, geotechnical, wastewater, landfill etc.).	Holds a bachelor's degree or higher in civil, mechanical, electrical, structural engineering or other relevant engineering discipline. Performs engineering tasks and analysis related to site investigation and designs projects, oversees construction of projects, etc. Specify minimum 4 years of experience and specialty.	$ 170	$ n/a
Engineer* (Senior) (Specialties include: civil, electrical, mechanical, structural, chemical, environmental, geotechnical, wastewater, landfill etc.).	See Engineer. Specify minimum 6 years of experience and specialty.	$ 195	$ n/a
Cartographer/GIS Specialist	Prepares maps on topography, etc. to be digitized. Designs and draws original maps of cities and regions. Adapts existing maps. Uses geographic information systems and global positioning system to prepare maps of topography. Analyzes spatial and environmental data. Specify Minimum 5 years of experience and specialty.	$ 170	$ n/a
Draftsperson	Draws site plans, layouts, and detailed drawings on CAD System. Specify minimum 1 years of experience and specialty.	$ 140	$ n/a
Senior Field Technician	Collects samples for material testing, performs field material testing provides field support, uses, maintains and deploys equipment. Specify minimum 3 years of experience and specialty.	$ 155	$ n/a
Field Technician	Collects samples for material testing, performs field material testing, provides field support, uses, maintains and deploys equipment. Specify minimum 1 years of experience and specialty.	$ 145	$ n/a
Licensed Surveyor	Licensed for this professional title by the CT Department of Consumer Protection. Specify minimum 15 years of experience and specialty.	$ 250	$ n/a
Licensed Environmental Professional	Has engineering, geology or hydrogeology training and is licensed by the state of Connecticut for this professional title. Specify minimum 10 years of experience and specialty.	$ 250	$ n/a
Wetland/Soil Scientist project	Holds a bachelor's or higher degree in soil science, geology, earth science, biology, botany or other relevant discipline plus specialized training and experience in wetland evaluation or soil science. Delineates wetlands using recognized Federal or state methodologies. Interprets and evaluates soil types. Classifies soil samples and evaluates effects of contaminants on wetlands and related animal and plant communities. Specify minimum 3 years of experience and specialty.	$ 170	$ n/a
Architect	Holds a bachelor's degree or higher. Licensed for this professional title by the CT Department of Consumer Protection. Specify minimum n/a years of experience and specialty.	$ n/a	$ n/a

Landscape Architect	Holds a bachelor's degree or higher. Licensed by the CT Department of Consumer Protection. Specify minimum 12 years of experience and specialty.	$ 235	$ n/a
Construction Inspector (Senior)	ACI and NICET certified or Professional Engineer, Specify minimum 8 years of experience and specialty.	$ 191	$ 224
Construction Inspector (Staff)	ACI and NICET certified Specify minimum 2 years of experience and specialty.	$ 135	$ 169
Project Manager	Oversees and coordinates projects from an administrative and operations standpoint. Initial contact at site for projects. City liaison. Specify minimum 10 years of experience and specialty.	$ 235	$ n/a
Clerical Staff	Uses computers, typewriters and other office equipment to provide clerical and logistical support to project. May type reports, correspondence and other written material. May prepare bills, invoices, and related documents. Specify minimum years of experience and specialty.	$ 110	$ n/a
2 Man Survey Crew	Survey Crew consists of a party Chief with a minimum of ____years of experience and a Rod Man with a minimum of 6 months experience,	$ 325	$ n/a
3 Man Survey Crew	Survey Crew consists of a party Chief with an minimum of Four year's experience, Instrument man with a minimum of two years' experience and a Rod Man with a minimum of 6 months experience,	$ 455	$ n/a

II. Respondents may provide additional job classes/titles below. These additional proposed job classes/titles may be considered if in the best interest of the City.

Title/ Class	Job Description / Tasks	Straight Time	Overtime
Senior Principal	Minimum 20 years of experience and specialty.	$ 290	$ n/a
Principal	Has engineering, geology or hydrogeology training and is licensed by the State of Connecticut for this professional title. Minimum 15 years of experience and specialty.	$ 275	$ n/a
Resident Inspector	Licensed Professional Engineer or NICET III/IV Minimum 12 years of experience and specialty.	$ 225	$ 275
Staff Engineer/Landscape Architect	Holds a bachelor's degree or higher in engineering or landscape architecture. Minimum 1 year of experience and specialty.	$ 145	$ n/a

		$ _____	$ _____
		$ _____	$ _____

III. Respondents may provide pricing in Attachment D for the direct expense services it seeks to provide under this RFQ.

Item No.	Direct Expense Services	Unit of Measure	Rate Per Unit
1	Printing Greater than 11" X 17"	S.F.	$ 0.33
2	Color Printing and photocopies (Up to 11"x17")	Each.	$ 2.25
3	Large Format Monochrome Printing and Plotting (sheet sizes greater than 11"x17")	S.F.	$ 0.50
4	Large Format Color Plotting (sheet sizes >11"x17")	S.F.	$ 5.00
5	Large Format Mylar Plotting	S.F.	$ 7.50
6	Electronic Scanning	S.F.	$ 0.10
7	In-house Printing and photocopies up to 11 X 17"	Each	$ 0.12
8	Blackline prints	Cost	Cost + 10%
9	Plotting & printing charges (outside vendors)	Cost	Cost + 10%
10	Regular Mail, Express or certified postage charges	Per item	Cost + 10%
11	Other project-related reimbursable expenses	Cost	Cost + 10%

12	Reproduction Costs	Per page	Cost + 10%
13	Borings and test pits for subsurface investigation	At cost	Cost + 10%
14	Outside Services (subconsultant/laboratory)	At Cost	Cost + 10%

IV. Other Rates

Item No.	Description	Unit of Measure	Rate Per Unit
15	Mileage	Mile	IRS Rate + 0%

NOTES:

1. All job classes noted above shall include the required modern equipment associated with the classification. For example, the hourly rate for a Licensed Surveyor or Draftsperson shall include the electronic surveying/drafting equipment respectively, software, equipment hourly operating costs, personnel protective equipment and other normal associated tools of the trade or profession.

2. NOTE: Rates/pricing provided above shall be either for the initial 3-year Term of the contract or for individual calendar years. No rate escalation is permitted. After the initial three (3) year Term, rate increases shall be requested in writing by the Firm and subject to negotiation, at the sole option of the City, on a yearly basis, for each of the two (2) one-year extensions.

3. All job classes and rates include the consultant providing the City of Waterbury with electronic files of all work product in the form of a PDF and the format of the original software used to create the work product; however, all AutoCAD submissions to City shall be in the version required by the City's Engineering Department.

4. Straight time is defined as any contiguous 8 Hour period during any 2 calendar days.

5. Overtime is defined as any working time over contiguous period over 8 Hours during any 2 calendar days.

6. Response to Unscheduled or emergency calls outside of normal work day of 7AM to 5 PM will be paid for at the hourly rate for Overtime.

7. Respondents are not required to provide rates for all "Title/Class" listed, but only for those applicable to selected disciplines.

8. Where required, Consultant shall provide project cost estimating, and development of contract documents and specifications, based on City the City's standard documents and required formats.

END OF SECTION

ATTACHMENT E – COST INFORMATION SCHEDULE

NOTE: An original hard copy of Attachment E shall be submitted in a separate, sealed envelope marked "Confidential: Cost Information Schedule."

Submitted By: SLR International Corporation
(Print Firm Name)

For Calendar Year(s): (check applicable*)

- ☐ 2025 – 2027, inclusive
- ☐ 2025
- ■ 2026
- ☐ 2027

* Check applicable box(es) to indicate if providing cost information for entire 3-year initial Term, or for individual calendar years. If providing cost information for individual years, for each calendar year: a) make a copy of Attachment E, and b) check the appropriate box.

I. Respondents must provide pricing/rates in Attachment E for the services it seeks to provide under this RFQ.

Title/ Class	Job Description / Tasks	Straight Time	Overtime
Professional Engineer* (Project) (Specialties include: civil, electrical, mechanical, structural, environmental, geotechnical, wastewater, landfill etc.).	Holds a bachelor's degree or higher in relevant engineering discipline. Licensed for this occupation by the CT Department of Consumer Protection. Designs and oversees construction of systems. Affixes professional engineer seal to documents when required. Specify minimum 8 years of experience and specialty.	$ 232	$ n/a
Professional Engineer* (Senior) (Specialties include: civil, electrical, mechanical, structural, environmental, geotechnical, wastewater, landfill etc.).	See Professional Engineer. Specify minimum 10 years of experience and specialty.	$ 258	$ n/a

*includes licensed Landscape Architect

Engineer* (Project) (Specialties include: civil, electrical, mechanical, structural, chemical, environmental, geotechnical, wastewater, landfill etc.).	Holds a bachelor's degree or higher in civil, mechanical, electrical, structural engineering or other relevant engineering discipline. Performs engineering tasks and analysis related to site investigation and designs projects, oversees construction of projects, etc. Specify minimum 4 years of experience and specialty.	$ 176	$ n/a
Engineer* (Senior) (Specialties include: civil, electrical, mechanical, structural, chemical, environmental, geotechnical, wastewater, landfill etc.).	See Engineer. Specify minimum 6 years of experience and specialty.	$ 202	$ n/a
Cartographer/GIS Specialist	Prepares maps on topography, etc. to be digitized. Designs and draws original maps of cities and regions. Adapts existing maps. Uses geographic information systems and global positioning system to prepare maps of topography. Analyzes spatial and environmental data. Specify Minimum 5 years of experience and specialty.	$ 176	$ n/a
Draftsperson	Draws site plans, layouts, and detailed drawings on CAD System. Specify minimum 1 years of experience and specialty.	$ 145	$ n/a
Senior Field Technician	Collects samples for material testing, performs field material testing provides field support, uses, maintains and deploys equipment. Specify minimum 3 years of experience and specialty.	$ 160	$ n/a
Field Technician	Collects samples for material testing, performs field material testing, provides field support, uses, maintains and deploys equipment. Specify minimum 1 years of experience and specialty.	$ 150	$ n/a
Licensed Surveyor	Licensed for this professional title by the CT Department of Consumer Protection. Specify minimum 15 years of experience and specialty.	$ 258	$ n/a
Licensed Environmental Professional	Has engineering, geology or hydrogeology training and is licensed by the state of Connecticut for this professional title. Specify minimum 10 years of experience and specialty.	$ 258	$ n/a
Wetland/Soil Scientist project	Holds a bachelor's or higher degree in soil science, geology, earth science, biology, botany or other relevant discipline plus specialized training and experience in wetland evaluation or soil science. Delineates wetlands using recognized Federal or state methodologies. Interprets and evaluates soil types. Classifies soil samples and evaluates effects of contaminants on wetlands and related animal and plant communities. Specify minimum 3 years of experience and specialty.	$ 176	$ n/a
Architect	Holds a bachelor's degree or higher. Licensed for this professional title by the CT Department of Consumer Protection. Specify minimum n/a years of experience and specialty.	$ n/a	$ n/a

Landscape Architect	Holds a bachelor's degree or higher. Licensed by the CT Department of Consumer Protection. Specify minimum 12 years of experience and specialty.	$ 243	$ n/a
Construction Inspector (Senior)	ACI and NICET certified or Professional Engineer, Specify minimum 8 years of experience and specialty.	$ 197	$ 231
Construction Inspector (Staff)	ACI and NICET certified Specify minimum 2 years of experience and specialty.	$ 140	$ 175
Project Manager	Oversees and coordinates projects from an administrative and operations standpoint. Initial contact at site for projects. City liaison. Specify minimum 10 years of experience and specialty.	$ 243	$ n/a
Clerical Staff	Uses computers, typewriters and other office equipment to provide clerical and logistical support to project. May type reports, correspondence and other written material. May prepare bills, invoices, and related documents. Specify minimum years of experience and specialty.	$ 114	$ n/a
2 Man Survey Crew	Survey Crew consists of a party Chief with a minimum of _____years of experience and a Rod Man with a minimum of 6 months experience,	$ 336	$ n/a
3 Man Survey Crew	Survey Crew consists of a party Chief with an minimum of Four year's experience, Instrument man with a minimum of two years' experience and a Rod Man with a minimum of 6 months experience,	$ 470	$ n/a

II. Respondents may provide additional job classes/titles below. These additional proposed job classes/titles may be considered if in the best interest of the City.

Title/ Class	Job Description / Tasks	Straight Time	Overtime
Senior Principal	Minimum 20 years of experience and specialty.	$ 300	$ n/a
Principal	Has engineering, geology or hydrogeology training and is licensed by the State of Connecticut for this professional title. Minimum 15 years of experience and specialty.	$ 285	$ n/a
Resident Inspector	Licensed Professional Engineer or NICET III/IV Minimum 12 years of experience and specialty.	$ 232	$ 285
Staff Engineer/Landscape Architect	Holds a bachelor's degree or higher in engineering or landscape architecture. Minimum 1 year of experience and specialty.	$ 150	$ n/a

		$ _____	$ _____
		$ _____	$ _____

III. Respondents may provide pricing in Attachment D for the direct expense services it seeks to provide under this RFQ.

Item No.	Direct Expense Services	Unit of Measure	Rate Per Unit
1	Printing Greater than 11" X 17"	S.F.	$ 0.33
2	Color Printing and photocopies (Up to 11"x17")	Each.	$ 2.25
3	Large Format Monochrome Printing and Plotting (sheet sizes greater than 11"x17")	S.F.	$ 0.50
4	Large Format Color Plotting (sheet sizes >11"x17")	S.F.	$ 5.00
5	Large Format Mylar Plotting	S.F.	$ 7.50
6	Electronic Scanning	S.F.	$ 0.10
7	In-house Printing and photocopies up to 11 X 17"	Each	$ 0.12
8	Blackline prints	Cost	Cost + 10%
9	Plotting & printing charges (outside vendors)	Cost	Cost + 10%
10	Regular Mail, Express or certified postage charges	Per item	Cost + 10%
11	Other project-related reimbursable expenses	Cost	Cost + 10%

12	Reproduction Costs	Per page	Cost + 10%
13	Borings and test pits for subsurface investigation	At cost	Cost + 10%
14	Outside Services (subconsultant/laboratory)	At Cost	Cost + 10%

IV. Other Rates

Item No.	Description	Unit of Measure	Rate Per Unit
15	Mileage	Mile	IRS Rate + 0%

NOTES:

1. All job classes noted above shall include the required modern equipment associated with the classification. For example, the hourly rate for a Licensed Surveyor or Draftsperson shall include the electronic surveying/drafting equipment respectively, software, equipment hourly operating costs, personnel protective equipment and other normal associated tools of the trade or profession.

2. NOTE: Rates/pricing provided above shall be either for the initial 3-year Term of the contract or for individual calendar years. No rate escalation is permitted. After the initial three (3) year Term, rate increases shall be requested in writing by the Firm and subject to negotiation, at the sole option of the City, on a yearly basis, for each of the two (2) one-year extensions.

3. All job classes and rates include the consultant providing the City of Waterbury with electronic files of all work product in the form of a PDF and the format of the original software used to create the work product; however, all AutoCAD submissions to City shall be in the version required by the City's Engineering Department.

4. Straight time is defined as any contiguous 8 Hour period during any 2 calendar days.

5. Overtime is defined as any working time over contiguous period over 8 Hours during any 2 calendar days.

6. Response to Unscheduled or emergency calls outside of normal work day of 7AM to 5 PM will be paid for at the hourly rate for Overtime.

7. Respondents are not required to provide rates for all "Title/Class" listed, but only for those applicable to selected disciplines.

8. Where required, Consultant shall provide project cost estimating, and development of contract documents and specifications, based on City the City's standard documents and required formats.

END OF SECTION

ATTACHMENT E – COST INFORMATION SCHEDULE

NOTE: An original hard copy of Attachment E shall be submitted in a separate, sealed envelope marked "Confidential: Cost Information Schedule."

Submitted By: SLR International Corporation
(Print Firm Name)

For Calendar Year(s): (check applicable*)

- ☐ 2025 – 2027, inclusive
- ☐ 2025
- ☐ 2026
- ■ 2027

* Check applicable box(es) to indicate if providing cost information for entire 3-year initial Term, or for individual calendar years. If providing cost information for individual years, for each calendar year: a) make a copy of Attachment E, and b) check the appropriate box.

I. Respondents must provide pricing/rates in Attachment E for the services it seeks to provide under this RFQ.

Title/ Class	Job Description / Tasks	Straight Time	Overtime
Professional Engineer* (Project) (Specialties include: civil, electrical, mechanical, structural, environmental, geotechnical, wastewater, landfill etc.).	Holds a bachelor's degree or higher in relevant engineering discipline. Licensed for this occupation by the CT Department of Consumer Protection. Designs and oversees construction of systems. Affixes professional engineer seal to documents when required. Specify minimum 8 years of experience and specialty.	$ 241	$ n/a
Professional Engineer* (Senior) (Specialties include: civil, electrical, mechanical, structural, environmental, geotechnical, wastewater, landfill etc.).	See Professional Engineer. Specify minimum 10 years of experience and specialty.	$ 267	$ n/a

*includes licensed Landscape Architect

Engineer* (Project) (Specialties include: civil, electrical, mechanical, structural, chemical, environmental, geotechnical, wastewater, landfill etc.).	Holds a bachelor's degree or higher in civil, mechanical, electrical, structural engineering or other relevant engineering discipline. Performs engineering tasks and analysis related to site investigation and designs projects, oversees construction of projects, etc. Specify minimum 4 years of experience and specialty.	$ 182	$ n/a
Engineer* (Senior) (Specialties include: civil, electrical, mechanical, structural, chemical, environmental, geotechnical, wastewater, landfill etc.).	See Engineer. Specify minimum 6 years of experience and specialty.	$ 208	$ n/a
Cartographer/GIS Specialist	Prepares maps on topography, etc. to be digitized. Designs and draws original maps of cities and regions. Adapts existing maps. Uses geographic information systems and global positioning system to prepare maps of topography. Analyzes spatial and environmental data. Specify Minimum 5 years of experience and specialty.	$ 182	$ n/a
Draftsperson	Draws site plans, layouts, and detailed drawings on CAD System. Specify minimum 1 years of experience and specialty.	$ 150	$ n/a
Senior Field Technician	Collects samples for material testing, performs field material testing provides field support, uses, maintains and deploys equipment. Specify minimum 3 years of experience and specialty.	$ 166	$ n/a
Field Technician	Collects samples for material testing, performs field material testing, provides field support, uses, maintains and deploys equipment. Specify minimum 1 years of experience and specialty.	$ 1155	$ n/a
Licensed Surveyor	Licensed for this professional title by the CT Department of Consumer Protection. Specify minimum 15 years of experience and specialty.	$ 267	$ n/a
Licensed Environmental Professional	Has engineering, geology or hydrogeology training and is licensed by the state of Connecticut for this professional title. Specify minimum 10 years of experience and specialty.	$ 267	$ n/a
Wetland/Soil Scientist project	Holds a bachelor's or higher degree in soil science, geology, earth science, biology, botany or other relevant discipline plus specialized training and experience in wetland evaluation or soil science. Delineates wetlands using recognized Federal or state methodologies. Interprets and evaluates soil types. Classifies soil samples and evaluates effects of contaminants on wetlands and related animal and plant communities. Specify minimum 3 years of experience and specialty.	$ 182	$ n/a
Architect	Holds a bachelor's degree or higher. Licensed for this professional title by the CT Department of Consumer Protection. Specify minimum n/a years of experience and specialty.	$ n/a	$ n/a

Landscape Architect	Holds a bachelor's degree or higher. Licensed by the CT Department of Consumer Protection. Specify minimum 12 years of experience and specialty.	$ 250	$ n/a
Construction Inspector (Senior)	ACI and NICET certified or Professional Engineer, Specify minimum 8 years of experience and specialty.	$ 205	$ 240
Construction Inspector (Staff)	ACI and NICET certified Specify minimum 2 years of experience and specialty.	$ 145	$ 181
Project Manager	Oversees and coordinates projects from an administrative and operations standpoint. Initial contact at site for projects. City liaison. Specify minimum 10 years of experience and specialty.	$ 250	$ n/a
Clerical Staff	Uses computers, typewriters and other office equipment to provide clerical and logistical support to project. May type reports, correspondence and other written material. May prepare bills, invoices, and related documents. Specify minimum years of experience and specialty.	$ 118	$ n/a
2 Man Survey Crew	Survey Crew consists of a party Chief with a minimum of _____years of experience and a Rod Man with a minimum of 6 months experience,	$ 350	$ n/a
3 Man Survey Crew	Survey Crew consists of a party Chief with an minimum of Four year's experience, Instrument man with a minimum of two years' experience and a Rod Man with a minimum of 6 months experience,	$ 490	$ n/a

II. Respondents may provide additional job classes/titles below. These additional proposed job classes/titles may be considered if in the best interest of the City.

Title/ Class	Job Description / Tasks	Straight Time	Overtime
Senior Principal	Minimum 20 years of experience and specialty.	$ 310	$ n/a
Principal	Has engineering, geology or hydrogeology training and is licensed by the State of Connecticut for this professional title. Minimum 15 years of experience and specialty.	$ 295	$ n/a
Resident Inspector	Licensed Professional Engineer or NICET III/IV Minimum 12 years of experience and specialty.	$ 241	$ 295
Staff Engineer/Landscape Architect	Holds a bachelor's degree or higher in engineering or landscape architecture. Minimum 1 year of experience and specialty.	$ 155	$ n/a

		$ _____	$ _____
		$ _____	$ _____

III. Respondents may provide pricing in Attachment D for the direct expense services it seeks to provide under this RFQ.

Item No.	Direct Expense Services	Unit of Measure	Rate Per Unit
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6	Electronic Scanning	S.F.	$ 0.10
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8	Blackline prints	Cost	Cost + 10%
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IV. Other Rates

Item No.	Description	Unit of Measure	Rate Per Unit
15	Mileage	Mile	IRS Rate + 0%

NOTES:

1. All job classes noted above shall include the required modern equipment associated with the classification. For example, the hourly rate for a Licensed Surveyor or Draftsperson shall include the electronic surveying/drafting equipment respectively, software, equipment hourly operating costs, personnel protective equipment and other normal associated tools of the trade or profession.

2. NOTE: Rates/pricing provided above shall be either for the initial 3-year Term of the contract or for individual calendar years. No rate escalation is permitted. After the initial three (3) year Term, rate increases shall be requested in writing by the Firm and subject to negotiation, at the sole option of the City, on a yearly basis, for each of the two (2) one-year extensions.

3. All job classes and rates include the consultant providing the City of Waterbury with electronic files of all work product in the form of a PDF and the format of the original software used to create the work product; however, all AutoCAD submissions to City shall be in the version required by the City's Engineering Department.

4. Straight time is defined as any contiguous 8 Hour period during any 2 calendar days.

5. Overtime is defined as any working time over contiguous period over 8 Hours during any 2 calendar days.

6. Response to Unscheduled or emergency calls outside of normal work day of 7AM to 5 PM will be paid for at the hourly rate for Overtime.

7. Respondents are not required to provide rates for all "Title/Class" listed, but only for those applicable to selected disciplines.

8. Where required, Consultant shall provide project cost estimating, and development of contract documents and specifications, based on City the City's standard documents and required formats.

END OF SECTION

SLR

Making Sustainability Happen

SLRCONSULTING.COM

City of Waterbury

Engineering Department

OFFICE: (203) 574-6851
FAX: (203) 574-8277

Memorandum

To: Board of Aldermen

From: Salvatore D. Porzio, Project Manager, Engineering Department

Date: July 29, 2025

Re: **Approval Request / Executive Summary** – Professional Services Agreement [RFQ No. 8132] for Engineering On-Call Services 2025 Through 2027 between The City of Waterbury, Connecticut and Tighe & Bond, Inc.

The Engineering Department, in conjunction with the Public Works Department and Education Department, respectfully request your approval of the above-referenced agreement for On-Call Professional Services between the City of Waterbury and Tighe & Bond, Inc. (the "Consultant").

As you may be aware, under RFQ No. 8132, the City solicited for various Engineering On-Call Services and the Section Committee, consisting of me, as Chairmen; Roy E. Cavanaugh, City Engineer; Denis Cuevas, Jacobs Business Manager, and Maureen McCauley, Assistant Director of Purchasing, selected the Consultant to provided various services, by discipline, to the City. (FYI: Please see Section 1.3 of the attached agreement for the specific services the Consultant has been deemed qualified to perform.)

All services requested under this agreement will be authorized through Task Orders and Purchase Orders following the rates and fees set forth in the Consultant's Cost Information Schedule Packet, which has been incorporated into the agreement as part of Attachment A (see attached agreement). Each Task Order will set out, on a project by process basis, the desired scope of work, monetary terms and time of performance for such work, plus all other pertinent project specific information.

The term of the agreement will run from the date of execution by the Mayor through December 31, 2027, and as an On-Call Agreement, there is no cost to the City associated with entering into the agreement. Costs will be as identified in any issued Task Orders and Purchase Orders in accordance with the On-Call Agreement.

Accordingly, attached please find for your review and consideration copies of the proposed Agreement (with all Attachment A documents to date).

Lastly, please be advised that Engineering Department will have a representative present at your upcoming meeting to answer any questions you may have regarding this matter.

Thank you.

SDP/sdp
Attachment

cc: Attorney Lynn McHale, via email, w/o attachment.
Selection Committee Members, via email, w/o attachment.
David B. Simpson, Director of Public Works, via email, w/o attachment.
Carrie Swain, Clerk, Board of Education, via email, with attachment.
File C268

PROFESSIONAL SERVICES AGREEMENT
RFQ No. 8132
for
ENGINEERING ON-CALL SERVICES
2025 THROUGH 2027
between
The City of Waterbury, Connecticut
and
TIGHE & BOND, INC.

THIS AGREEMENT, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut 06702 (the "City") and TIGHE & BOND, INC. located at 53 SOUTHAMPTON ROAD, WESTFIELD, MA 01085, a State of Connecticut duly registered foreign (MA) corporation with a place of business at 1000 BRIDGEPORT AVE, SHELTON, CT 06484 (the "Consultant").

WHEREAS, the Consultant submitted a proposal to the City responding to **RFQ No. 8132** for **ENGINEERING ON-CALL SERVICES 2025 THROUGH 2027**; and

WHEREAS, the City selected the Consultant to perform services regarding **RFQ No. 8132**; and

WHEREAS, the City desires to obtain the Consultant's services pursuant to the terms, conditions and provisions set forth in this agreement (the "Project").

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. Scope of Services. The Consultant shall furnish all of the labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. necessary to complete the Project as specified in this agreement (also referred to herein as "Contract") and such shall be completed in a satisfactory manner, as reasonably determined by the City. All labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. shall comply with any and all applicable Local, State and Federal laws, statutes, ordinances and regulations and with generally accepted professional standards. The Consultant shall make such revisions or modifications to its work, at its own cost and expense, as the City may require in order to be deemed complete.

1.1. The Project consists of **ENGINEERING ON-CALL SERVICES 2025 THROUGH 2027** pertaining to services for which the Consultant has been deemed qualified by the City's Purchasing Director ("Qualified Engineering Services") as detailed and described in **Attachment A** and are hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Consultant as having been received, or are

otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

1.1.1 The City's **RFQ No. 8132** for **ENGINEERING ON-CALL SERVICES 2025 THROUGH 2027** (incorporated by reference);

1.1.2 **Addenda #1** to the City's **RFQ No. 8132**, dated October 23, 2024 and consisting of 8 pages (attached hereto);

1.1.3 The Consultant's Qualifications submitted in response to the City's **RFQ No. 8132**, dated November 1, 2024 and consisting of 213 pages (incorporated by reference), and the Consultant's completed ATTACHMENT E – COST INFORMATION SCHEDULE (18 page "Cost Information Schedule Packet") (attached hereto);

1.1.4 Consultant's Certificate(s) of Insurance (attached hereto);

1.1.5 All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference);

1.1.6 All permits and licenses (incorporated by reference); and

1.1.7 Any and all amendment(s) and Change Orders issued by the City after execution of Agreement (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 Consultant. In the event that any provision in the Contract Documents conflict with any other provision therein, the provision in the component part of the Contract Document first enumerated below shall govern over any other component part which follows it numerically:

1.2.1 Federal, State, and local laws, regulations, charter and ordinances

1.2.2 Contract Amendment(s) and Change Orders

1.2.3 Contract

1.2.4 Consultant's response to the City's **RFQ No. 8132**, dated November 1, 2024 and consisting of 213 pages, including the Consultant's Cost Information Schedule

1.2.5 RFQ Addenda

1.2.6 RFQ Documents not included in 1.2.1-1.2.5

1.3 Task Order Development. The parties hereto agree that the City, through its

Using Agency (i.e., City Department or Waterbury Development Corporation), may request from the Consultant at any time during the term of this Agreement a proposal to perform services pertaining to **Qualified Engineering Services** that shall be completed within the Contract Time of this Agreement and as further provided in the applicable Task Order(s) and agreed to by the Consultant. The Consultant's **Qualified Engineering Services** are:

- Parks/Recreation – Inspection
- Construction Administration
- Construction or Resident Engineering Inspection Services
- Water Pollution Control Facility Construction Administration Services
- Water Pollution Control Facility Resident Engineer and Inspection Services
- Sanitary Sewer Collection System Construction Administration Services
- Sanitary Sewer Pump Station Construction Administration Services
- Sanitary Sewer Collection System Resident Engineer & Inspection Services
- Sanitary Sewer Pump Station Resident Engineer & Inspection Services
- Water Pump Station Inspection Services
- Reservoir/Dam – Inspection Services
- Water Filtration Plant Improvement Inspection Services
- Water Main Inspection Services
- Water Storage Tank Inspection Services

The Consultant shall prepare for the Using Agency's review, comment and approval a Task Order that:

1.3.1 assigns a Task Order number;
1.3.2 provides a general description of the Task Order project;
1.3.3 provides the time by which all work under the Task Order shall be completed;
1.3.4 proposes a not to exceed cost to perform all work under the Task Order with compensation being based upon the hourly rates provided in the Consultant's response to the City's **RFP No. 8132** and paid on a time and materials basis;
1.3.5 provides a spreadsheet of the Consultant's proposed level of effort for the Task Order work that includes staff positions and man-hours budgeted for each subtask within the Task Order;
1.3.6 addresses any comments provided by the Using Agency;

1.4 The parties hereto agree that no work shall commence under a Task Order until and unless it has been fully executed by the Consultant (through its Project Manager) and by the City (through the Department Head of the Using Agency) and a City Purchase Order for said work has been issued.

1.5 Task Order Process. The parties hereto agree that for all Task Orders approved in writing by the City's Using Agency:

1.5.1 The Using Agency shall process a requisition with the City's Finance Department for each specific Task Order;

1.5.2 The Using Agency shall not issue a Notice to Proceed with the Task Order work to the Consultant until and unless the City issues a Purchase Order for such work; and

1.5.3 The Consultant shall provide invoices to the Using Agency on a monthly basis for services rendered under each Task Order during the period in question and shall include therewith a narrative detailing the services rendered during the period in question and any further information requested by the Using Agency.

2. Consultant Representations Regarding Qualification and Accreditation. The Consultant represents that, to the extent required by law, its employees are licensed to perform the scope of work set forth in this Contract. The Consultant further represents that its employees have the requisite skill, expertise and knowledge necessary to perform the scope of work required under the terms of this Contract, including any supplementary work and the City relies upon these.

2.1. Representations regarding Personnel. The Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or of personnel having a contractual relationship with the City is approved by the City in writing. As set forth above, all the services required hereunder shall be performed by the Consultant under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

2.2. Representations regarding Qualifications. The Consultant hereby represents that, to the extent required by Federal, State and Local statutes, regulations, codes, ordinances, and policies, that the Consultant and/or its employees be licensed, certified, registered, or otherwise qualified, the Consultant and all employees providing services under this Contract, are in full compliance with those statutes, regulations and ordinances. Upon City request, the Consultant shall provide to the City a copy of the Consultant's licenses, certifications, registrations, etc.

3. Responsibilities of the Consultant. All data, information, etc. given by the City to the Consultant and/or created by the Consultant shall be treated by the Consultant as proprietary to the City and confidential unless the City agrees in writing to the contrary and shall be used solely for the purposes of providing services under this Contract. The Consultant agrees to forever hold in confidence all files, records, documents and other information which may come into the Contractor's possession during the term of this Contract, except where a disclosure is expressly stated as a requirement of this Contract. Notwithstanding the foregoing, where a Consultant disclosure is required to comply with statute, regulation, or court order, the Consultant shall provide prior advance written notice to the City of the need for such disclosure. The Consultant agrees to properly implement the services required in the manner herein provided.

3.1. Use of City Property. To the extent the Consultant is required to be on City

property to render its services hereunder, the Consultant shall have access to such areas of City property as the City and the Consultant agree are necessary for the performance of the Consultant's services under this Contract (the "Site" or the "Premises") and at such times as the City and the Consultant may mutually agree. Consultant shall perform all work in full compliance with Local, State and Federal health and safety regulations. All work hereunder shall be performed in a safe manner. Consultant shall immediately correct any dangerous condition caused by or resulting from its work. If it fails to correct, or to act diligently to correct, any condition which City reasonably believes to be a hazard to persons or property, then immediately upon oral or written notice to any supervisory or similar personnel of Consultant, City may, but shall not be required to, correct same at Consultant's expense. City shall confirm in writing any oral notice given within five (5) business days thereafter.

3.2. Working Hours. To the extent the Consultant is required to be on City property to render its services hereunder, the Consultant shall coordinate its schedule so that work on the Premises is performed during those hours the City sets forth in a written notice to the Consultant, unless written permission is obtained from the City to work during other times. This condition shall not excuse Consultant from timely performance under the Contract. The work schedule must be agreed upon by the City and the Consultant.

3.3. Cleaning Up. To the extent the Consultant is required to be on City property to render its services hereunder, the Consultant shall at all times keep the Premises free from accumulation of waste materials or rubbish caused by Consultant, its employees or subcontractors, and at the completion of the work shall remove all rubbish from and about the Project and all tools, scaffolding and surplus materials and shall leave the Premises "broom clean" or its equivalent, unless more exactly specified. In case of dispute, the City may remove the rubbish and charge the cost to the Consultant.

3.4. Publicity. Consultant agrees not to deliberately disclose the fact that the City has entered into or terminated this Contract or disclose any of the terms of the Contract or use the City's name in connection with any publicity, unless the City gives prior written consent to such use of the City's name in each instance.

3.5. Standard of Performance. All workmanship, services, materials or equipment, either at the Premises or intended for it, shall conform in all respects with the requirements of all this Contract, and shall be the best obtainable from the crafts and trades. In all cases, the services, materials, equipment, reports, plans, specifications, deliverables, workmanship, etc. shall be equal to or better than the grade specified, and the best of their kind that is obtainable for the purpose for which they are intended. The standard of care and skill for all services performed by the Consultant shall be that standard of care and skill ordinarily used by other members of the Consultant's profession practicing under the same or similar conditions at the same time and in the same locality. The Consultant's services rendered hereunder shall be rendered completely and by qualified personnel in accordance with standard industry practice.

3.6. Consultant's Employees. The Consultant shall at all times enforce strict discipline and good order among its employees, and shall not employ any unfit person or anyone not skilled in the work assigned.

3.7. Due Diligence Obligation. The Consultant acknowledges its responsibilities to examine and to be thoroughly familiar with the City's proposal document, including, but not limited to the specifications, and any addenda thereto. The Consultant hereby warrants and represents that prior to the submission of its proposal during the proposal process it reviewed or was afforded opportunity, by the City, to review all physical items, facilities, services or functions essential to the satisfactory performance of the services required ("Due Diligence") and thereby certifies that all such items facilities, services or functions are included in this Contract and thereby warrants that:

3.7.1 it conducted or had opportunity to conduct all Due Diligence prior to the submission of its proposal and, accordingly, any additional costs, services or products resulting from the failure of the Consultant to complete Due Diligence prior to submission of its proposal shall be borne by the Consultant. Furthermore the Consultant had the opportunity during the proposal process to ask questions it saw fit and to review the responses from the City;

3.7.2 its failure or omission to make investigation and verification of data shall, in no way, be cause for future claim of ignorance of such data or conditions nor shall such failure to investigate and verify be the basis for any claim whatsoever, monetary or otherwise;

3.7.3 it is solely responsible for resolving any issues resulting from the failure to conduct Due Diligence and shall assume any costs that may result during the implementation of the Project, including, but not limited to, adherence to specifications and pricing for the Project.

3.7.4 it was responsible for specifying any changes and disclosing any new costs prior to the submittal of its proposal. Thus, in the event any changes or costs are disclosed by the Consultant, or otherwise required, during the performance of its services, the sole responsibility for any modification, delay and cost of such changes shall reside with the Consultant.

3.7.5 has familiarized itself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and Federal, State and Local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work;

3.7.6 has given the City written notice of any conflict, error or discrepancy that the Consultant has discovered in the Proposal Documents; and

3.7.7 agrees that the Proposal Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

3.8. Reporting Requirement. Unless the applicable Task Order(s) provide otherwise, the Consultant shall deliver (at a minimum) weekly written Task Order updates in a form and with detail acceptable to the Using Agency and shall deliver monthly written reports to the City's Using Agency setting forth **(i)** the issue date of the report, **(ii)** the time period covered by the report, **(iii)** a brief description of the work and services completed by the Consultant and/or delivered by the Consultant during the time period covered by the report, **(iv)** expressed as a percentage of the total work and services required under this contract, the percentage of the total work represented by the work and services described in subsection iii above, **(v)** expressed as a percentage of this contract's Section 6 total compensation, the percentage of the total compensation represented by the work and services described in subsection iii above, **(vi)** the Consultant's declaration as to whether the entirety of the Consultant's work and services required in this contract will be, or will not be, completed within the Contract's Section 6 total compensation amount, and **(vii)** any and all additional useful and/or relevant information. Each report shall be signed by a Consultant representative acceptable to the City's Using Agency.

NOTE: the Consultant's failure to deliver any report required herein shall be deemed a material breach of this Contract, the City hereby reserving the right to exercise all available legal remedy(ies) to address said breach.

3.9. Activities, Work, and Services Performed in Department of Education Facilities, on School Grounds, at Student Sporting Events, and/or where City Students are Present. For all activities in school facilities and/or Department of Education facilities, the Consultant shall first be required to coordinate all on-site visits and activities with the appropriate Department/personnel in Education, or the designated person and shall obtain any necessary clearance, ID badges, etc. Consultant shall enter and exit all school facilities and Department of Educational facilities as designated as authorized by the appropriate Department/personnel in Education, or the designated person.

3.10. Criminal Background Check and DCF Registry Check. The Consultant shall comply with the requirements of C.G.S. 10-222 c (g) and shall ensure, and represents to the City, that any employee who will be on school grounds/Department of Education Property/at Department of Education events and/or where City students 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 Consultant shall further ensure, and represents to the City that any person who will have direct contact with a student has submitted to a records check of the Department of Children and Families Child Abuse and Neglect Registry established pursuant to Conn. Gen. Stat. §17a-101k, as

well as State and National criminal history records checks conducted in accordance with Conn. Gen. Stat. §29-17a, the Federal National Child Protection Act of 1993, and the Federal Volunteers for Children Act of 1998. The Consultant shall not permit any person with a disqualifying criminal history to have contact with a student. The Consultant agrees that "direct contact" shall include the Consultant and its employees providing services under this Contract if said services are performed on school grounds/Department of Education Property/at Department of Education events and/or where City students are present.

4. Responsibilities of the City. Upon the City's receipt of Consultant's written request, the City will provide the Consultant with all documents, data and other materials the City agrees are necessary and appropriate to the service to be performed by the Consultant hereunder and the City will endeavor to secure, where feasible and where the City agrees it is necessary and appropriate, materials or information from other sources requested by the Consultant for the purpose of carrying out the services under this Contract.

5. Contract Time. The Consultant shall complete all work and services required under this Contract by **December 31, 2027** and in accordance with all Project Phase Completion Dates, Project Milestones, and Substantial and Final Completion Dates identified in fully executed Task Orders under this Contract ("Contract Time").

5.1. Time is and shall be of the essence for all Project milestones, completion date for the Project. The Consultant further agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract time stated above. It is expressly understood and agreed, by and between the Consultant and City, that the Contract Time is reasonable for the completion of the Work. The Consultant shall be subject to City imposed fines and/or penalties in the event the Consultant breaches the foregoing dates.

6. Compensation. The City shall compensate the Consultant for satisfactory provision of all of the goods and services set forth in this Contract as follows in this Section 6.

6.1. Fee Schedule. The fee payable to the Consultant shall be in accordance with the Consultant's response to **RFQ No. 8132**, dated November 1, 2024, Consultant's Cost Information Schedule Packet and all applicable fully executed Task Orders and Purchase Orders.

6.2. Limitation of Payment. Compensation payable to the Consultant is limited to those fees set forth in Section 6.1. above. Such compensation shall be paid by the City upon review and approval of the Consultant's invoices for payment and review of the work, services, deliverables, etc. required in this Contract and review as may be further required by the Charter and Ordinances of the City. Consultant's invoices shall describe the work, services, reports, plans, specifications, deliverables, etc. rendered and the compensation sought therefore in a form and with detail and clarity acceptable to the City.

6.2.1 The Consultant and its affiliates are hereby provided with notice that the City reserves the right, in the City's sole discretion, to offset, withhold, or otherwise reduce City payment(s) to the Consultant in an amount equaling the sum or sums of money the Consultant and/or its affiliates is/are, or becomes delinquent or in arrears on, regarding the Consultant's and/or its affiliate's real and personal tax obligations to the City.

6.3. Review of Work. The Consultant shall permit the City to review, at any time, all work performed under the terms of this Contract at any stage of the work. The Consultant shall maintain or cause to be maintained all records, books or other documents relative to charges, costs, expenses, fees, alleged breaches of the Contract, settlement of claims or any other matter pertaining to the Consultant's demand for payment. The City shall not certify fees for payment to the Consultant until the City has determines that the Consultant has completed the work in accordance with the requirements of this Contract.

6.4. Response Costs. All costs of the Consultant in preparing its Response to **RFQ No. 8132** shall be solely borne by the Consultant and are not included in the compensation to be paid by the City to the Consultant under this Contract or any other Contract.

6.5. Payment for Services, Materials, Employees. The Consultant shall be fully and solely responsible for the suitability, and compliance with the Contract, of all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. furnished to the City under this Contract. The Consultant shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc., going into the work, and all bills for insurance, bonds, Worker's Compensation coverage, Federal and State Unemployment Compensation, and Social Security charges applicable to this Project. Before final payment is made, the Consultant shall furnish a legal statement to the City that all payments required under this subparagraph have been made.

6.6. Liens. Neither the final payment nor any part of the retained percentage, if any, shall become due until the Consultant shall deliver to the City a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof, and, in either case, an affidavit that so far as the Consultant has knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed; but the Consultant may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the City, to indemnify it against any lien. If any lien remains unsatisfied after all payments are made, the Consultant shall refund to the City all moneys that the City may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

7. Passing of Title and Risk of Loss. Title to each item of equipment, material, reports, plans, specifications, supplies, services, etc. required to be delivered to the City hereunder shall

pass to City upon City payment to the Consultant for that item. Consultant and its insurer shall assume the risk of loss or damage up to and including the date title passes, except that City shall be responsible for loss or damage caused by City's negligence.

8. Indemnification.

8.1. The Consultant shall indemnify, defend, and hold harmless the City, City's Boards, and Board of Education, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, design, drawings, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or expenses **(i)** are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, **(ii)** are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of the Consultant, its employees, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder; **(iii)** enforcement action or any claim for breach of the Consultant duties hereunder or **(iv)** claim for intangible loss(es) including but not limited to business losses, lost profits or revenue, regardless of whether or not it is caused in part by a party indemnified hereunder.

8.2. In any and all claims against the City or any of its boards, agents, employees or officers by the Consultant or any employee of the Consultant, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 8.1, above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Consultant or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

8.3. The Consultant understands and agrees that any insurance required by this Contract, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City as provided in this Contract.

8.4. The Consultant expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City and the City's boards, agents, employees or officers as provided herein.

8.5. Royalties and Patents. The Consultant shall, for all time, secure to the City the free and undisputed right to the use of any and all patented articles and methods used in the work and shall defend at Consultant's own expense any and all suits for infringement or alleged infringement of such patents, and in the event of adverse award under patent suits, the Consultant shall pay such awards and hold the City harmless in connection with

any patent suits that may arise as a result of installations made by the Consultant and as to any award made thereunder.

8.6. In the event this Contract and/or the 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 Consultant shall indemnify, defend and hold harmless the City from any fine, penalty or other amounts imposed on the City under said statutes, regulations, Charter or Ordinances, if caused by Consultant, or its subcontractor, omission or commission..

9. Consultant's Insurance.

9.1. The Consultant shall not commence work under this Contract until all insurance required under this Section 9 has been obtained by the Consultant and such insurance has been approved by the City. The Consultant shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an A.M. Best financial size category of VII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

9.2. At no additional cost to the City, the Consultant shall purchase and maintain the insurance coverages set forth below which shall protect the City from claims which may arise out of or result from the Consultant's obligation under this Contract, whether such obligations are the Consultant's or subcontractor or person or entity directly or indirectly employed by said Consultant or subcontractor, or by any person or entity for whose acts said Consultant or subcontractor may be liable.

9.3. Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this Contract and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.

9.4. The following policies with stated limits shall be maintained, in full force and effect, at all times during which the services are to be performed by the Consultant:

9.4.1 General Liability Insurance:

$1,000,000.00 Each Occurrence
$2,000,000.00 General Aggregate
$2,000,000.00 Products/Completed Operations Aggregate

Providing coverage to protect the City for all damages arising out of bodily injuries, sickness to or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.

9.4.2 Automobile Liability Insurance:

$1,000,000.00 combined single limit (CSL)

Providing coverage to protect the City with respect to claims for damage for bodily injury and or property damage arising out of ownership, maintenance, operation, use or loading and unloading of any auto including hired & non-owned autos.

9.4.3 Workers' Compensation: Statutory Limits within the State of Connecticut: Employers' Liability:

EL Each Accident **$1,000,000.00**
EL Disease Each Employee **$1,000,000.00**
EL Disease Policy Limit **$1,000,000.00**

Consultant shall comply with all State of Connecticut statutes as it relates to workers' compensation.

9.4.4 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, Professional Liability and Workers Compensation insurances

9.4.5 Professional Liability/E&O Insurance:

$1,000,000.00 Each Wrongful Act
$1,000,000.00 Aggregate
Professional liability (also known as, errors and omissions) insurance providing coverage to the Consultant.

Additionally, for services that may involve Contaminated and/or Hazardous Substances, the Consultant shall provide the following:

9.4.6 Contractor's Pollution Liability Insurance

$1,000,000.00 Each Occurrence/Claim
$1,000,000.00 Aggregate

There will be no exclusion for Hazardous materials, including Asbestos & Lead

9.5. Failure to Maintain Insurance: In the event the Consultant fails to maintain the minimum required coverage as set forth herein, the City may at its option purchase same, and offset the Consultant's invoices for the cost of said insurance.

9.6. Cancellation: The City of Waterbury shall receive written notice of cancellation from the Consultant at least thirty (30) calendar days prior to the date of actual cancellation, regardless of the reason for such cancellation.

9.7. Certificates of Insurance: The Consultant's General, Automobile and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City and its Board of Education as an Additional Insured and include a waiver of subrogation on all policies except Professional Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Consultant's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. At the time the Consultant executes this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance, and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury and its Board of Education are listed as Additional Insured on a primary and non-contributory basis on all policies except Workers' Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Professional Liability."** The Consultant must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

9.8. 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.

9.9 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.

10. Conformance with Federal, State and Other Jurisdictional Requirements. By executing this Contract, the Consultant represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with all applicable statutes, acts, ordinances, guidelines, resolutions, orders, judgments, decrees, injunctions, rules, and regulations of all government authorities applicable to performance by the Consultant of services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following: *EQUAL EMPLOYMENT OPPORTUNITY ACT*; *COPELAND ANTI-KICKBACK ACT*, as supplemented in the Department of Labor Regulations (29 CFR Part 3); *DAVIS-BACON ACT* as supplemented by Department of Labor Regulations (29 CFR Part 5); Section 103 and 107 of the Contract Work Hours and Safety Standards Act, as supplemented by the Department of Labor Regulations (29 CFR Part 5); the *HOUSING and COMMUNITY DEVELOPMENT ACT of 1974*, as amended; TITLE 31 and Section 12-430(7) of the State of Connecticut General Statutes. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference and made a part hereof.

10.1. Permits, Laws, and Regulations. Permits and licenses necessary for the delivery and completion of the Consultant's work and services shall be secured in advance and paid by the Consultant. The Consultant shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work and services as specified.

10.2. Taxes-Federal, State and Local. The City is exempt from Federal Excise and Transportation, State and Local Sales and Use Taxes, including without limitation, taxes that would otherwise be imposed upon the Consultant for transactions required or necessitated hereunder between it and its subcontractors, suppliers, etc. The Consultant remains liable, however, for any applicable tax obligations it incurs. Moreover, the Consultant represents that the proposal and pricing contained in this Contract do not include the amount payable for said taxes.

10.3. Labor and Wages. The Consultant and its subcontractors shall conform to the labor laws of the State of Connecticut, and all other laws, ordinances, and legal requirements affecting the work in Connecticut.

10.3.1 The Consultant is aware of the provisions of Title 31, §53 of the Connecticut General Statutes, latest revision (the "Act"), concerning the payment of minimum wages and other payments or contributions established by the State of Connecticut Labor Commissioner for work on public facilities. The provisions of the Act are incorporated by reference and made a part of this Contract. The Act provides that the Connecticut prevailing wage law applies to certain remodeling, refurbishing, alteration, repair and new construction. The wages paid on an hourly basis to any person performing the work of any mechanic,

laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in Conn .Gen. Statute 31-53(i), shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

10.3.2 The Consultant is aware of, and shall comply with, the provisions of both the Federal Davis-Bacon Act and the Federal American Recovery and Reinvestment Act of 2009, the provisions of both acts hereby incorporated by reference and made a part of this Contract. The Federal Davis-Bacon Act provides that Federal wage rate laws apply to certain federally funded contracts. The American Recovery and Reinvestment Act ("ARRA") provides that Federal wage rate laws apply to all ARRA funded contracts regardless of the contract's dollar value.

11. Discriminatory Practices. In performing this Contract, the Consultant shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, sex, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified. This covenant is required pursuant to §93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this Contract. Said provisions with subcontractors shall require conformity and compliance with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

11.1. Discrimination Because of Certain Labor Matters. No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because such person has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or related to the labor standards applicable hereunder to its employer.

11.2. Equal Opportunity. In its execution of the performance of this Contract, the Consultant shall not discriminate and shall comply with applicable laws prohibiting discrimination on the grounds of race, color, religion, sex, national origin or citizenship status, age or handicap. The Consultant agrees to comply with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements, and will require the same of all subcontractors.

12. 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 Consultant shall then be required to comply with the following (referred to as the "Section 3 clause"):

12.1. 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.

12.2. 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.

12.3. The Consultant agrees to send to each labor organization or representative of workers with which the Consultant has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Consultant'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.

12.4. The Consultant 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 Consultant will not subcontract with any subcontractor where the Consultant has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 135.

12.5. The Consultant will certify that any vacant employment positions, including training positions, that are filled (i) after the Consultant 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 Consultant’s obligations under 24 C.F.R. part 135.

12.6. 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.

12.7. 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).

13. Termination.

13.1. Termination of Contract for Cause. If, through any cause, in part or in full, not the fault of the Consultant, the Consultant shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract , the City shall thereupon have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) business days before the effective date of such termination.

13.1.1 In the event of such termination, all finished or unfinished documents, data, studies, reports, specifications, deliverables, etc. prepared by the Consultant under this Contract shall, at the option of the City, become the City's property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed for such.

13.1.2 Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by the Consultant, and the City may withhold any payments to the Consultant for the purpose of setoff until such time as the exact amount of damages due the City from the Consultant is determined.

13.2. Termination for Convenience of the City. The City may terminate this Contract at any time for the convenience of the City, by a notice in writing from the City to the Consultant. If this Contract is terminated by the City as provided herein, the Consultant will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Consultant covered by this Contract, less payments of compensation previously made.

13.3. Termination for Non-Appropriation or Lack of Funding. The Consultant acknowledges that the City is a municipal corporation and that this Contract is subject to the appropriation of funds by the City sufficient for this Contract for each budget year in which this Contract is in effect. The Consultant therefore agrees that the City shall have

the right to terminate this Contract in whole or in part without penalty in the event sufficient funds to provide for City payment(s) under this Contract is not appropriated, not authorized or not made available pursuant to law, or such funding has been reduced pursuant to law.

13.3.1 Effects of Non-Appropriation. If funds to enable the City to effect continued payment under this Contract are not appropriated, authorized or otherwise made available by law, the City shall have the right to terminate this Contract without penalty at the end of the last period for which funds have been appropriated, authorized or otherwise made available by law by giving written notice of termination to the Consultant.

13.3.2 Effects of Reduced Levels of Funding. If funding is reduced by law, or funds to pay the Consultant for the agreed to level of the products, services and functions to be provided by the Consultant under this Contract are not appropriated, authorized or otherwise made available by law, the City may, upon seven (7) calendar days written notice to the Consultant, reduce the level of the products, services or functions in such manner and for such periods of time as the City may elect. The charges payable under this Contract shall be equitably adjusted to reflect such reduced level of products, services or functions and the parties shall be afforded the rights set forth in this Contract.

13.3.3 No Payment for Lost Profits. In no event shall the City be obligated to pay or otherwise compensate the Consultant for any lost or expected future profits.

13.4. Rights Upon Cancellation or Termination.

13.4.1 Termination for Cause. In the event the City terminates this Contract for cause, the Consultant shall relinquish to the City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights in and to the documents, data, studies, reports, specifications, deliverables, etc. provided to, in possession of, and properly invoiced and paid for by (except to the extent such invoiced amount is disputed) the City. With regard to third party products, the Consultant shall transfer all licenses to the City which the Consultant is permitted to transfer in accordance with the applicable third party license. The City shall have no financial obligation to compensate the Consultant for such terminated documents, data, studies, reports, specifications, deliverables, etc. unless payment is otherwise approved by the City prior to such termination. The Consultant shall be liable for costs incurred by the City, including but not limited to reasonable attorney fees and all court awarded fees and costs incurred in terminating this agreement in whole or in part.

13.4.2 Termination for Lack of Funding or Convenience. In the event of termination of this Contract by the City for lack of funding or convenience, the City shall pay the Consultant for all documents, data, studies, reports,

specifications, deliverables, etc. (including any holdbacks), installed and delivered to the City as of the Termination Date and the Consultant shall relinquish to the City any applicable interest, title and ownership including, but not limited to perpetual use of any proprietary rights in and to said documents, data, studies, reports, specifications, deliverables, etc. in possession of and paid for by the City (except to the extent any invoiced amount is disputed). The Consultant shall be required to exercise commercially reasonable efforts to mitigate damages. In the event of a termination for Lack of Funding or Convenience the City and the Consultant may negotiate a mutually acceptable payment to the Consultant for reasonable demobilization expenses. Said demobilization expenses, if any, shall be handled in accordance with the provision of this Contract pertaining to Changes in the Work.

13.4.3 Termination by the Consultant. The Consultant may, by written notice to the City, terminate this Contract if the City materially breaches, provided that the Consultant shall give the City thirty (30) calendar days prior written notice and an opportunity to cure by the end of said thirty (30) day period. In the event of such termination, the Consultant will be compensated by the City for work performed prior to such termination date and the Consultant shall deliver to the City all deliverables as otherwise set forth in this Contract.

13.4.4 Assumption of Subcontracts. In the event of termination of this Contract, the City shall have the right to assume, at its option, any and all subcontracts for products, services and functions provided exclusively under this Contract, and may further pursue completion of the work under this Contract by replacement contract or otherwise as the City may in its sole judgment deem expedient.

13.4.5 Delivery of Documents. In the event of termination of this Contract, **(i)** the Consultant shall promptly deliver to the City, in a manner reasonably specified by the City, all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. and other tangible items furnished by, or owned, leased, or licensed by, the City, and **(ii)** the City shall pay the Consultant for all services performed and deliverables completed and accepted (pro-rated for deliverables partially completed) prior to the effective date of the termination (except to the extent any invoice amount is disputed).

14. Ownership of Instruments of Professional Services. The City acknowledges the Consultant's documents, data, studies, reports, specifications, deliverables, etc. created and to be created pursuant to this Contract, including electronic files, are Instruments of Professional Services. Nevertheless, the final Instruments of Professional Services, including, but not limited to documents, data, studies, reports, specifications, deliverables, etc. prepared for the City under this Contract shall become the property of the City upon City payment for that Instrument of Professional Services and the City reserves the right to use the Instruments of Professional Services.

15. Force Majeure. Consultant 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:

15.1. Acts of God, fire, explosion, epidemic, cyclone, flood, war, strikes, revolution, civil commotion, or acts of public enemies.

15.2. Change of law and order, proclamation, regulation, ordinance, or governmental requirement.

Upon cessation of work for reason of force majeure delays, Consultant shall use its best efforts to meet the schedule set forth in Section 5 of this Contract.

16. Subcontracting. The Consultant shall not, without the prior written approval of the City, subcontract, in whole or in part, any of the Consultant's services. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than that required of the Consultant and shall name the City as an additional insured party and said subcontractors shall deliver to the City a certificate of insurance evidencing such coverages. All subcontractors shall comply with all Federal, State and Local, laws, regulations and ordinances but such requirement shall not relieve the Consultant from its requirement that all work and services provided or required hereunder shall comply with all Federal, State and Local, laws, regulations and ordinances.

16.1. The Consultant shall be as fully responsible to the City for the acts and omissions of the Consultant's subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Consultant.

17. Assignability. The Consultant shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City; provided, however, that claims for money due or to become due the Consultant from the City under this Contract may be assigned to a bank, trust, company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

18. Audit. The City reserves the right to audit the Consultant's books of account in relation to this Contract any time during the period of this Contract or at any time during the twelve month period immediately following the closing or termination of this Contract. In the event the City elects to make such an audit, the Consultant shall immediately make available to the City all records pertaining to this Contract, including, but not limited to, payroll records, bank statements and canceled checks.

19. Risk of Damage and Loss. The Consultant shall be solely responsible for causing the timely repair to and/or replacement of, City property or item(s) intended to become City property hereunder, where the need for repair or replacement was caused by the Consultant, by someone under the care and/or control of the Consultant, by any subcontractor of the Consultant, or by any

shipper or delivery service. The Consultant shall be solely responsible for all costs and expenses, including but not limited to shipping, delivery, insurance, etc. associated with the foregoing repair and replacement obligation. Further, the Consultant shall be solely responsible for securing the City's written acceptance of all completed repairs and replacements required hereunder. The City hereby retains sole discretion to determine whether a repair or a replacement is the proper remedy.

20. Interest of Consultant. The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the project or any parcel of land therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Consultant further covenants that in the performance of this Contract no person having any such interest shall be employed.

21. Entire Agreement. This Contract shall constitute the complete and exclusive statement of the contract between the parties as it relates to this transaction and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter. Any amendment to this Contract must be in writing and agreed to and executed by the City and the Consultant.

22. Independent Contractor Relationship. The relationship between the City and the Consultant is that of client and independent contractor. No agent, employee, or servant of the Consultant shall be deemed to be an employee, agent or servant of the City. The Consultant shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract. It is the express intention of the parties hereto, and the Consultant hereby agrees and covenants, that it and any and all third party(ies) and subcontractor(s) retained by the Consultant hereunder is/are not and shall not be deemed an employee of the City of Waterbury, but is/are and shall remain an independent contractor relative to the City and that nothing herein shall be interpreted or construed as creating or establishing the relationship of employer-employee between the City of Waterbury and the Consultant or between the City of Waterbury and any third party(ies) or subcontractor(s). Thus, the Consultant hereby covenants that it, its subcontractor(s) and third party(ies) shall not be entitled to the usual characteristics of employment, such as income tax withholding, F.I.C.A. deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc. and that the Consultant shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, representatives, subcontractors and third party(ies).

23. Severability. Whenever possible, each provision of this Contract shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Contract, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law, and if capable of substantial performance, the remaining provisions of this Contract shall be enforced as if this Contract was entered into without an invalid provision. If the ruling and/or controlling principle of law or equity leading to the ruling is subsequently overruled, modified or amended by legislation, judicial or administrative action, then the provision(s) in question as originally set forth in this Contract shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principal of law or

equity.

24. Survival. Any provisions of this Contract that impose continuing obligations on the parties shall survive the expiration or termination of this Contract for any reason.

25. Contract Change Orders.

25.1. At the sole discretion of the City, a Change Order may be issued solely by the City to modify an existing party obligation set forth in this Contract where the scope of the Change Order is:

25.1.1 within the scope of the original Contract OR is made pursuant to a provision in the original Contract, AND

25.1.2 the Change Order monetary cost is charged solely against those funds encumbered for and at the time the Contract was originally executed by the City, that is those funds set forth in the original Contract as a not to exceed payment amount OR within the original Contract's contingency / allowance / reserve amount (if any is stated therein), AND

25.1.3 the Final Completion Date has not been changed.

25.2. Notwithstanding the foregoing subsection A, a Change Order shall not include:

25.2.1 an upward adjustment to a Consultant's payment claim, or

25.2.2 a payment increase under any escalation clause set forth in the original contract, or any Change Order, or any amendment.

25.3. That the work and/or services contemplated are necessary does not, in itself, permit a Change Order. Should the need for a Change Order arise, the request shall be reviewed, and if agreed to, approved by the City's Using Agency and any City designated representative(s). To be binding and enforceable, a Change Order shall thereafter be signed by both the Consultant, any City designated representative(s), and a duly authorized representative of the City's Using Agency prior to the Consultant's delivery of the services, etc. contemplated in said Change Order. All Change Orders are governed by the provisions of this Contract. Any contract change NOT fully complying with this Section 25 shall be effectuated solely by an amendment to this Contract complying with Section 38.073 of the City's "Centralized Procurement System" ordinance.

26. Conflicts or Disputes. This Contract represents the full and complete concurrence between the City and the Consultant and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are **(i)** the City's aforementioned

RFP No. 8132 and **(ii)** the Consultant's proposal responding to the aforementioned **RFP No. 8132.**

26.1. Procedure. This procedure supersedes all statements to the contrary occurring either in proposals or other prior agreements, oral or written, and all other communications between the parties relating to this subject.

26.2. Presumption. This Contract or any section thereof shall not be construed against any party due to the fact that the Contract or any section thereof was drafted by such party.

27. Disputes; Legal Proceedings; Waiver of Trial by Jury and Continued Performance. The Consultant agrees that its waives a trial by jury as to any and all claims, causes of action or disputes arising out of this Contract or services to be provided pursuant to this Contract. Notwithstanding any such claim, dispute or legal action, the Consultant shall continue to perform services under this Contract in a timely manner, unless otherwise directed by the City.

28. Binding Agreement. The City and the Consultant each bind themselves, and their successors, assigns and legal representatives to the other party to this Contract and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Contract.

29. Waiver. Any waiver of the terms and conditions of this Contract by either of the parties hereto shall not be construed to be a waiver of any other term or condition of this Contract.

30. Governing Laws. This Contract, its terms and conditions and any claims arising there from shall be governed by the laws of the State of Connecticut.

31. Notice. Except as otherwise specifically prohibited in this Contract, whenever under this Contract approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the City's Using Agency or the Consultant, and delivered in hand or sent by mail, postage prepaid, to the party to whom it is directed, which until changed by written notice, are as follows:

Consultant: TIGHE & BOND, INC.
53 SOUTHAMPTON ROAD
WESTFIELD, MA 01085

With a copy to: TIGHE & BOND, INC.
1000 BRIDGEPORT AVE.
SHELTON, CT 06484

City: City of Waterbury
c/o _____
Waterbury, CT 0670_

With a copy to: City of Waterbury
Office of the Corporation Counsel
City Hall Municipal Building - 3rd Floor
235 Grand Street
Waterbury, CT 06702

32. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions.
The Person (the term "Person" shall herein be as defined in Section 38 of the City's Code of Ordinances) supplying the documents, data, studies, reports, specifications, deliverables, etc. under this Contract shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc. whether or not they are expressly stated in this Contract, including but not limited to the following:

32.1. It shall be a material breach of this Contract, and, except as may be permitted by regulations or rulings of the City of Waterbury Board of Ethics it shall be a violation of the City's Code of Ordinances, for any Public Official, City Employee or Member of a Board or Commission who is participating directly or indirectly in the procurement process as set forth in the City's Code of Ordinances, including those participating in exempt transactions, to become or be the employee of any person contracting with the governmental body by whom the Official, Employee, or Board or Commission member is employed or is a member.

32.2. It shall be a material breach of this Contract, and it shall be a violation of the City's Code of Ordinances for any Person to offer, give, or agree to give any current or former Public Official, Employee or Member of a Board or Commission, or for such current or former Public Official, Employee or Member of a Board or Commission to solicit, demand, accept or agree to accept from another Person, a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or Purchase Order, or to any solicitation or proposal therefore.

32.3. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for any payment, Gratuity, or offer of employment to be made as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime Consultant or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.

32.4. The value of anything transferred or received in violation of the City's Charter, Code of Ordinances, and/or regulations promulgated there under, by any Person subject to said Charter and/or Ordinances may be recovered by the City.

32.5. Upon a showing that a subcontractor made a kickback to the City, a prime Consultant or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

32.6. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this subsection 32.6, the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this subsection 32.6 shall not apply to full-time Employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.

32.7. The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has **(i)** delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owned to the City; **(ii)** filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; **(iii)** delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and **(iv)** filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 32.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

32.8. The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 32.1-32.7.

32.9. The Consultant is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, all relevant provisions of the City's Charter and all relevant provisions of the City's Code of Ordinances, including without limitation Chapters 93, titled "Discriminatory Practices", Chapter 38 titled "Centralized Procurement System", and Chapter 39 titled "Ethics and Conflict of Interest", of said Code as may be

amended from time to time.

32.10. The Consultant hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet 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"].

32.11. The Consultant is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, the City's Ordinance Sections 34.15 through 34.99 entitled, "Ordinance Concerning the Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects" and the State of Connecticut Legislature's Special Act No. 01-1.

32.12. Every Person who conducts business with, contracts, with or provides commodities or services to the City, is charged with notice of the extent of the powers and authority, and the limitations thereon, of the Public Officials and Employees of the City, as set forth in the charter of the City, the Code of Ordinances and any Regulations or Policies pertaining thereto. In particular, and without implying any limitation as to its applicability, it applies to all Persons who participate in the procedures pertaining to the Centralized Procurement System as set forth in Chapter 38, and the Ethics and Conflict of Interest provisions set forth in Chapter 39 of the Code of Ordinances.

32.13. INTEREST OF CITY OFFICIALS. No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains shall have any personal interest, direct or indirect, in this Contract.

32.14. PROHIBITION AGAINST CONTINGENCY FEES. The Consultant hereby represents that it has not retained anyone to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage or contingency fee.

32.15. FREEDOM OF INFORMATION ACT NOTICE. Pursuant to State statute, in the event the total compensation payable to the Consultant set forth in Section 6 herein is greater than $2,500,000.00, the City is entitled to receive a copy of any and all Consultant records and files related to the performance of this Contract and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

(signature page follows)

IN WITNESS WHEREOF, the parties hereto execute this Contract on the dates signed below.

WITNESSES:

Sign:_____
Print name:

Sign:_____
Print name:

CITY OF WATERBURY

By:_____
Paul K. Pernerewski, Jr.
Mayor

Date: _____

WITNESSES:

Sign:_____
Print name:

Sign:_____
Print name:

TIGHE & BOND, INC.

By:_____
Print name:
Its _____

Date: _____

ATTACHMENT A

Attachment A shall consist of the following, which are attached hereto, are acknowledged by the Consultant as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

1.1.1 The City's **RFQ No**. **8132** for **ENGINEERING ON-CALL SERVICES 2025 THROUGH 2027** (incorporated by reference);

1.1.2 **Addenda #1** to the City's **RFQ No. 8132**, dated October 23, 2024 and consisting of 8 pages (attached hereto);

1.1.3 The Consultant's Qualifications submitted in response to the City's **RFQ No. 8132**, dated November 1, 2024 and consisting of 213 pages (incorporated by reference), and the Consultant's completed ATTACHMENT E – COST INFORMATION SCHEDULE (18 page "Cost Information Schedule Packet") (attached hereto);

1.1.4 Consultant's Certificate(s) of Insurance (attached hereto);

1.1.5 All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference);

1.1.6 All permits and licenses (incorporated by reference); and

1.1.7 Any and all amendment(s) and Change Orders issued by the City after execution of Agreement (incorporated by reference).

MAURENN McCAULEY
ASSISTANT DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

October 23, 2024

RFQ 8132 Engineering On Call Services 2025-2027

Please Be Advised:

1. All Respondents are hereby notified that this Addendum No. 1 shall be part of the Contract Documents for the above referenced **RFQ #8132**.
2. This Addendum amends or supplements the RFP Documents. All provisions which are not so amended or supplemented remain in full force and effect.
3. Each Respondent shall be responsible for determining that it has received all Addenda issued and shall acknowledge receipt of all Addenda on the Addendum Acknowledgment Form (see Attachment C). Failure to do so may subject the Respondent to disqualification.

The RFQ Documents are hereby amended as follows:

Amendments to RFQ Documents:

1) Attachment D (Discipline List, BFO Information and MBE, DBE, WBE, SBE Status) – Delete Page 1 of 7 of Attachment D and replace with the attached "Attachment D, Page 1 of 7, Rev. - Addendum #1 – 10/23/2024."

2) Attachment E (Cost Information Schedule). Delete Page 1 of 6 of Attachment E and replace with the attached "Attachment E, Page 1 of 6, Rev. - Addendum #1 – 10/23/2024."

3) RFQ Subsection 2, Insurance Requirements, of Section B, Qualifications is deleted in its entirety and replaced by the one (1) page document attached hereto, entitled "**REQUEST FOR QUALIFICATIONS (RFQ # 8132) BY THE CITY OF WATERBURY FOR ENGINEERING ON-CALL SERVICES 2025 THROUGH 2027 Insurance Requirements.**"
Note: At time of contracting, the language in said attachment will be incorporated into the final Master Contracts.

4) Regarding information to be provided pursuant to RFQ Section H, Submittal Requirements & Required Format, any requests therein for information that is also required by SF330 need not be submitted, provided it is included in completed SF330 form.

235 GRAND STREET • WATERBURY, CONNECTICUT 06702 • PHONE: (203) 574-6749 • FAX: (203) 597-3437

<u>Clarifications</u>:

Notwithstanding statements to the contrary in the RFQ, one original (clearly identified as such) seven (7) paper copies of your firm's Response to RFQ are required. Qualifications submitted in response to this RFQ must include a letter of interest, together with general information on the firm and proposed sub consultants, the firm's brochure, current Federal Form SF330, experience of the firms, and resumes of key personnel as well as all other requested information / documentation, including Attachment D (Discipline List, BFO Information and MBE, DBE, WBE, SBE Status).

One original hard copy of Attachment E (Cost Information Schedule) shall be submitted in a separate, sealed envelope marked "Confidential: Attachment E (Cost Information Schedule).

Additionally, submit a portable memory device (flash drive) containing: a) Firm's Response to the RFQ (as one PDF) and b) a PDF of Firm's Attachment E (Cost Information Schedule).

Please refer to the questions and answers below.

Question: My company is very interested in participating as a Sub-Consultant. Where can I get the list of companies participating in this proposal?
Answer: No list exists, and thus, cannot be provided.

Question: Can the City clarify the scopes needed for Master Planning?
Answer:

1. Engage Stakeholders: Involve the community or relevant stakeholders to gather input and ensure their needs and aspirations are considered in the planning process. Experience in community outreach techniques and conducting successful Public Information Meetings and hearings.
2. Gather and Analyze Data: Collect data on current conditions, trends, and future projections. This could include demographic information, economic data, and environmental assessments.
3. Identify Goals and Objectives: Clearly define what City wants to achieve. This could be improving infrastructure, enhancing community services, neighborhood redevelopment or setting milestones. Planning can be for facilities, parks, sanitation, health initiatives, public buildings, transportation design, needs assessments, plans of conservation and development, etc…
4. Develop Strategies: Outline the steps needed to achieve City goals. This might include specific projects or phases, policy changes, or new initiatives.
5. Create an Implementation Plan: Detail how the strategies will be put into action, including timelines, responsible parties, and required resources.
6. Funding: Identify and assist or apply for funding using existing programs available.

7. Monitor and Adjust: Regularly review progress and make adjustments as needed to stay on track and address any emerging challenges.

Question: The City has requested a SF330 form for qualifications. A standard 330 form limits the submitter to only 10 projects. Would we be able to provide more than 10 projects for our firm in the SF330 format?
Answer: Yes – they should be applicable to the disciplines being submitted on (see additional related questions below).

Question: Under Section H, Submittal Requirements & Required Format, consultants are noted to provide seven (7) paper copies of our response. One needs to be clearly marked as an original. Is the original copy included in the seven (7) copies, or should we include the original and seven (7) copies in addition?
Answer: See "Amendments to RFQ Documents" above.

Question: Under section H. Submittal Requirements & Required Format, consultants are noted to provide seven (7) paper copies of our response. However, under no. 4, section H mentions including a USB drive in our submittal requirements. Is this USB drive specifically for the response to ' Cost Information Schedule/ Discipline List/BFO Information?
Answer: See "Amendments to RFQ Documents" above.

Question: For the separate Attachment submissions, do you expect 7 hard copies and 1 file uploaded to USB for strictly the Attachments? Or are the one (1) original, 7 paper copies including the full proposal, the attachments, and the USB? Please clarify the two separate submission processes.
Answer: See "Amendments to RFQ Documents" above.

Question: Under section H. Submittal Requirements & Required Format, Question 2, part b, Summary of Relevant Experience. We are requested to provide all our completed relevant projects that fall within the last five (5) years. Our office is one of many across the United States, specifically in the Northeast. Is this requesting projects only from our office in Connecticut office team or our company as a whole?
Answer: Provide at least 5 relevant projects. Your discretion whether or not projects are just from Connecticut office or from entire organization keeping in mind that the work will be done in the City and firm(s) selected to be based upon responsiveness.

Question: This solicitation is for On-Call Engineering but has a fee schedule that includes Architecture. Can an Architecture firm submit a fee schedule for Architectural Services only, without Engineering sub-contractors?
Answer: Yes.

Question: Please clarify that the submission for this On-Call includes one (1) full SF330 with all disciplines our firm is submitting under identified, rather than a categorical based submission.
Answer: One full SF 330.

Question: How many total projects is The City looking for? SF330 format calls for ten (10) total projects. Would this be ten (10) projects per discipline, or ten (10) projects total?
Answer: Can be up to ten per discipline submitted on.

Question: Given this RFQ was released on 10/8/2024, would it be possible to request an extension?
Answer: No; for various reasons, requests for extensions of time will not be considered.

Question: Attachment D, which lists the disciplines selected by the consultant, is to be included in a separate envelope. Since that attachment is to be opened after the QBS process, do we also identify our selected disciplines within the text of our submittal?
Answer: No need to identify selected disciplines within the text of our submittal. Attachment D shall not be submitted in the separate, sealed envelope. It shall now be submitted as part of the Firms response to the RFQ. (Only Attachment E [Cost Information Schedule] shall be submitted in a separate, sealed envelope marked "Confidential: Attachment E (Cost Information Schedule).

Question: During our review of the RFQ we noted that certain portions of the insurance requirements are not applicable to consulting services, including Builders Risk/Installation Floater Insurance and Contractor's Pollution Liability Insurance. Please let us know if these policies will be required as they are not traditionally held by consulting firms.
Answer:

Question: Relative to the City's standard agreement language, including Exhibits B1 and B2, would the City be amenable to negotiating mutually acceptable and insurable terms? Proposed modification would be provided as an appendix to the proposal response within the allowance noted in the exceptions and alternatives section of the RFQ.
Answer: Pursuant to Section H. Submittal Requirements & Required Format, Paragraph 6, Exceptions and Alternatives, Respondents may take exceptions to any requirement in the RFQ and/or offer alternatives to any provision thereof (including the attached City Contract form(s)); however, such exceptions or alternates cannot, in the sole discretion of the City, materially affect the substance of the RFQ or the provisions of the attached Contracts.

Further, the taking any exception or proposing any alternative is of not binding on the City, legally or otherwise, and in no way gives rise to any contractual relationship or rights, express or implied, between the City and the Respondent.

Lastly, while negotiations are permissible for contract provisions that are non-material in nature, please be advised that contract language pertaining to damages, insurance and/or indemnification is non-negotiable.

Thank you.

Maureen McCauley

Assistant Director of Purchasing – City of Waterbury

RFQ #8132 - ENGINEERING ON CALL SERVICES 2025 THROUGH 2027

ATTACHMENT D – DISCIPLINE LIST, BFO Information * And MBE, DBE, WBE, SBE STATUS**

NOTE: Attachment D shall be submitted as part of Firm's Repsonse to the RFQ. (Attachment D shall not be submitted in the separate, sealed envelope).

Submitted By: _____
(Print Firm Name)

Firm shall specify which disciplines they are submitting qualifications and provide BFO Information for each discipline selected.

* NOTE: If you have different BFO rates for various disciplines within your Firm, please provide this information, by discipline, where indicated below.

**NOTE: Provide MBE/DBE/WBE/SBE status and certification/documentation of same.

Additionally, on attached sheet(s), clearly identify any subconsultants/subcontractors, if known, and provided requested information.

Discipline	Check each discipline qualifications are being submitted	Indicate MBE, DBE, WBE, SBE Status and Ownership Percentage	BFO Information By Discipline (for 2025)	BFO Information By Discipline (for 2026)	BFO Information By Discipline (for 2027)
Roadway Engineering Design / Reconstruction	_____	_____	_____	_____	_____
Mechanical Engineering/Heating, Ventilation and Air Conditioning Engineering/Testing/ Adjusting/Balancing/Commissioning	_____	_____	_____	_____	_____
Electrical Engineering	_____	_____	_____	_____	_____

ATTACHMENT E – COST INFORMATION SCHEDULE

NOTE: An original hard copy of Attachment E shall be submitted in a separate, sealed envelope marked "Confidential: Cost Information Schedule."

Submitted By: _____
(Print Firm Name)

For Calendar Year(s): (check applicable*)

- ˇ 2025 – 2027, inclusive
- ˇ 2025
- ˇ 2026
- ˇ 2027

* Check applicable box(es) to indicate if providing cost information for entire 3-year initial Term, or for individual calendar years. If providing cost information for individual years, for each calendar year: a) make a copy of Attachment E, and b) check the appropriate box.

I. Respondents must provide pricing/rates in Attachment E for the services it seeks to provide under this RFQ.

Title/ Class	Job Description / Tasks	Straight Time	Overtime
Professional Engineer (Project) (Specialties include: civil, electrical, mechanical, structural, environmental, geotechnical, wastewater, landfill etc.).	Holds a bachelor's degree or higher in relevant engineering discipline. Licensed for this occupation by the CT Department of Consumer Protection. Designs and oversees construction of systems. Affixes professional engineer seal to documents when required. Specify minimum _____ years of experience and specialty.	$ _____	$ _____
Professional Engineer (Senior) (Specialties include: civil, electrical, mechanical, structural, environmental, geotechnical, wastewater, landfill etc.).	See Professional Engineer. Specify minimum _____ years of experience and specialty.	$ _____	$ _____

REQUEST FOR QUALIFICATIONS (RFQ # 8132)
BY
THE CITY OF WATERBURY
FOR
ENGINEERING ON-CALL SERVICES
2025 THROUGH 2027
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 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 coverage altered, 30 days written notice must be given to the City of Waterbury and the Waterbury Board of Education.

General Liability:	**$1,000,000 each Occurrence** **$2,000,000 General Aggregate** **$2,000,000 Products/ Completed Operations Aggregate**
Auto Liability:	**$1,000,000 Combined Single Limit each Accident** **Any Auto, All Owned and Hired Autos**
Workers Compensation:	**WC Statutory Limits** **Employer Liability (EL)** **$1,000,000 EL each Accident** **$1,000,000 EL Disease each Employee** **$1,000,000 EL Disease Policy Limits**
Excess/Umbrella Liability:	**$1,000,000 each Occurrence** **$1,000,000 Aggregate**
Professional Liability/E&O:	**$1,000,000 each Wrongful Act** **$1,000,000 Aggregate**

Additionally, for services that may involve Contaminated and/or Hazardous Substances, consultant shall also provide the following:

Contractor's Pollution Liability Insurance: **$1,000,000 each Occurrence**
$1,000,000 Aggregate
There will be no exclusion for Hazardous Materials, including Asbestos and Lead

Wording for Additional Insured Endorsement and Waiver of Subrogation:
The City 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.

ATTACHMENT E – COST INFORMATION SCHEDULE

NOTE: An original hard copy of Attachment E shall be submitted in a separate, sealed envelope marked "Confidential: Cost Information Schedule."

Submitted By: Tighe & Bond, Inc.
(Print Firm Name)

For Calendar Year(s): (check applicable*)
- ˜ 2025 – 2027, inclusive
- ˜ 2025
- ˜ 2026
- ˜ 2027

* Check applicable box(es) to indicate if providing cost information for entire 3-year initial Term, or for individual calendar years. If providing cost information for individual years, for each calendar year: a) make a copy of Attachment E, and b) check the appropriate box.

I. Respondents must provide pricing/rates in Attachment E for the services it seeks to provide under this RFQ.

Title/ Class	Job Description / Tasks	Straight Time	Overtime
Professional Engineer (Project) (Specialties include: civil, electrical, mechanical, structural, environmental, geotechnical, wastewater, landfill etc.).	Holds a bachelor's degree or higher in relevant engineering discipline. Licensed for this occupation by the CT Department of Consumer Protection. Designs and oversees construction of systems. Affixes professional engineer seal to documents when required. Specify minimum 7 years of experience and specialty.	$ 165.00	$ 165.00
Professional Engineer (Senior) (Specialties include: civil, electrical, mechanical, structural, environmental, geotechnical, wastewater, landfill etc.).	See Professional Engineer. Specify minimum 15 years of experience and specialty.	$ 215.00	$ 215.00

ATTACHMENT E – COST INFORMATION SCHEDULE

City of Waterbury

Engineer (Project) (Specialties include: civil, electrical, mechanical, structural, chemical, environmental, geotechnical, wastewater, landfill etc.).	Holds a bachelor's degree or higher in civil, mechanical, electrical, structural engineering or other relevant engineering discipline. Performs engineering tasks and analysis related to site investigation and designs projects, oversees construction of projects, etc. Specify minimum 5 years of experience and specialty.	$ 145.00	$ 145.00
Engineer (Senior) (Specialties include: civil, electrical, mechanical, structural, chemical, environmental, geotechnical, wastewater, landfill etc.).	See Engineer. Specify minimum 10 years of experience and specialty. (Includes Sr Environmental Scientist)	$ 185.00	$ 185.00
Cartographer/GIS Specialist	Prepares maps on topography, etc. to be digitized. Designs and draws original maps of cities and regions. Adapts existing maps. Uses geographic information systems and global positioning system to prepare maps of topography. Analyzes spatial and environmental data. Specify minimum 5 years of experience and specialty.	$ 120.00	$ 120.00
Draftsperson	Draws site plans, layouts, and detailed drawings on CAD System. Specify minimum 5 years of experience and specialty.	$ 130.00	$ 130.00
Senior Field Technician	Collects samples for material testing, performs field material testing provides field support, uses, maintains and deploys equipment. Specify minimum 8 years of experience and specialty.	$ 130.00	$ 130.00
Field Technician	Collects samples for material testing, performs field material testing, provides field support, uses, maintains and deploys equipment. Specify minimum 2 years of experience and specialty.	$ 100.00	$ 100.00
Licensed Surveyor	Licensed for this professional title by the CT Department of Consumer Protection. Specify minimum _____ years of experience and specialty.	$	$
Licensed Environmental Professional	Has engineering, geology or hydrogeology training and is licensed by the state of Connecticut for this professional title. Specify minimum 10 years of experience and specialty.	$ 170.00	$ 170.00
Wetland/Soil Scientist project	Holds a bachelor's or higher degree in soil science, geology, earth science, biology, botany or other relevant discipline plus specialized training and experience in wetland evaluation or soil science. Delineates wetlands using recognized Federal or state methodologies. Interprets and evaluates soil types. Classifies soil samples and evaluates effects of contaminants on wetlands and related animal and plant communities. Specify minimum 10 years of experience and specialty.	$ 145.00	$ 145.00
Architect	Holds a bachelor's degree or higher. Licensed for this professional title by the CT Department of Consumer Protection. Specify minimum _____ years of experience and specialty.	$	$

ATTACHMENT E – COST INFORMATION SCHEDULE

City of Waterbury

Landscape Architect	Holds a bachelor's degree or higher. Licensed by the CT Department of Consumer Protection. Specify minimum 15 years of experience and specialty.	$	$ 170.00
Construction Inspector (Senior)	ACI and NICET certified or Professional Engineer, Specify minimum 15 years of experience and specialty.	$ 160.00	$ 240.00
Construction Inspector (Staff)	ACI and NICET certified Specify minimum 10 years of experience and specialty.	$ 120.00	$ 180.00
Project Manager	Oversees and coordinates projects from an administrative and operations standpoint. Initial contact at site for projects. City liaison. Specify minimum 15 years of experience and specialty.	$ 210.00	$ 210.00
Clerical Staff	Uses computers, typewriters and other office equipment to provide clerical and logistical support to project. May type reports, correspondence and other written material. May prepare bills, invoices, and related documents. Specify minimum 5 years of experience and specialty.	$ 90.00	$ 90.00
2 Man Survey Crew	Survey Crew consists of a party Chief with a minimum of ____ years of experience and a Rod Man with a minimum of 6 months experience,	$	$
3 Man Survey Crew	Survey Crew consists of a party Chief with an minimum of Four year's experience, Instrument man with a minimum of two years' experience and a Rod Man with a minimum of 6 months experience,	$	$

II. Respondents may provide additional job classes/titles below. These additional proposed job classes/titles may be considered if in the best interest of the City.

Title/ Class	Job Description / Tasks	Straight Time	Overtime
Principal	Specify minimum 20 years of experience and specialty.	$ 260.00	$ 260.00
GIS Manager	Specify minimum 15 years of experience and specialty.	$ 160.00	$ 160.00
Senior Drafter/ Designer	Specify minimum 15 years of experience and specialty.	$ 145.00	$ 217.50
Construction Observer	Specify minimum 2 years of experience and specialty.	$ 125.00	$ 187.50

ATTACHMENT E – COST INFORMATION SCHEDULE

City of Waterbury

Project Director	Specify minimum 20 years of experience and specialty.	$ 285.00	$ 285.00
Sr Project Mgr	Specify minimum 15 years of experience and specialty.	$ 250.00	$ 250.00

III. Respondents may provide pricing in Attachment D for the direct expense services it seeks to provide under this RFQ.

Item No.	Direct Expense Services	Unit of Measure	Rate Per Unit
1	Printing Greater than 11" X 17"	S.F.	$ .20
2	Color Printing and photocopies (Up to 11"x17")	Each.	$ .60
3	Large Format Monochrome Printing and Plotting (sheet sizes greater than 11"x17")	S.F.	$ .125
4	Large Format Color Plotting (sheet sizes >11"x17")	S.F.	$ .80
5	Large Format Mylar Plotting	S.F.	$ 1.00
6	Electronic Scanning	S.F.	$ No Charge
7	In-house Printing and photocopies up to 11 X 17"	Each	$ .06
8	Blackline prints	Cost	Cost + 0 %
9	Plotting & printing charges (outside vendors)	Cost	Cost + 10 %
10	Regular Mail, Express or certified postage charges	Per item	Cost + 0 %
11	Other project-related reimbursable expenses	Cost	Cost + 10 %

12	Reproduction Costs	Per page	Cost + 0 %
13	Borings and test pits for subsurface investigation	At cost	Cost + 10 %
14	Outside Services (subconsultant/laboratory)	At Cost	Cost + 10 %

IV. Other Rates

Item No.	Description	Unit of Measure	Rate Per Unit
15	Mileage	Mile	IRS Rate + 0 %

NOTES:

1. All job classes noted above shall include the required modern equipment associated with the classification. For example, the hourly rate for a Licensed Surveyor or Draftsperson shall include the electronic surveying/drafting equipment respectively, software, equipment hourly operating costs, personnel protective equipment and other normal associated tools of the trade or profession.

2. NOTE: Rates/pricing provided above shall be either for the initial 3-year Term of the contract or for individual calendar years. No rate escalation is permitted. After the initial three (3) year Term, rate increases shall be requested in writing by the Firm and subject to negotiation, at the sole option of the City, on a yearly basis, for each of the two (2) one-year extensions.

3. All job classes and rates include the consultant providing the City of Waterbury with electronic files of all work product in the form of a PDF and the format of the original software used to create the work product; however, all AutoCAD submissions to City shall be in the version required by the City's Engineering Department.

4. Straight time is defined as any contiguous 8 Hour period during any 2 calendar days.

5. Overtime is defined as any working time over contiguous period over 8 Hours during any 2 calendar days.

6. Response to Unscheduled or emergency calls outside of normal work day of 7AM to 5 PM will be paid for at the hourly rate for Overtime.

7. Respondents are not required to provide rates for all "Title/Class" listed, but only for those applicable to selected disciplines.

8. Where required, Consultant shall provide project cost estimating, and development of contract documents and specifications, based on City the City's standard documents and required formats.

END OF SECTION

ATTACHMENT E – COST INFORMATION SCHEDULE

NOTE: An original hard copy of Attachment E shall be submitted in a separate, sealed envelope marked "Confidential: Cost Information Schedule."

Submitted By: Tighe & Bond, Inc.
(Print Firm Name)

For Calendar Year(s): (check applicable*)
- ˜ 2025 – 2027, inclusive
- ˜ 2025
- X 2026
- ˜ 2027

* Check applicable box(es) to indicate if providing cost information for entire 3-year initial Term, or for individual calendar years. If providing cost information for individual years, for each calendar year: a) make a copy of Attachment E, and b) check the appropriate box.

I. Respondents must provide pricing/rates in Attachment E for the services it seeks to provide under this RFQ.

Title/ Class	Job Description / Tasks	Straight Time	Overtime
Professional Engineer (Project) (Specialties include: civil, electrical, mechanical, structural, environmental, geotechnical, wastewater, landfill etc.).	Holds a bachelor's degree or higher in relevant engineering discipline. Licensed for this occupation by the CT Department of Consumer Protection. Designs and oversees construction of systems. Affixes professional engineer seal to documents when required. Specify minimum 7 years of experience and specialty.	$ 173.00	$ 173.00
Professional Engineer (Senior) (Specialties include: civil, electrical, mechanical, structural, environmental, geotechnical, wastewater, landfill etc.).	See Professional Engineer. Specify minimum 15 years of experience and specialty.	$ 228.00	$ 228.00

ATTACHMENT E – COST INFORMATION SCHEDULE

City of Waterbury

Engineer (Project) (Specialties include: civil, electrical, mechanical, structural, chemical, environmental, geotechnical, wastewater, landfill etc.).	Holds a bachelor's degree or higher in civil, mechanical, electrical, structural engineering or other relevant engineering discipline. Performs engineering tasks and analysis related to site investigation and designs projects, oversees construction of projects, etc. Specify minimum 5 years of experience and specialty.	$ 152.00	$ 152.00
Engineer (Senior) (Specialties include: civil, electrical, mechanical, structural, chemical, environmental, geotechnical, wastewater, landfill etc.).	See Engineer. Specify minimum 10 years of experience and specialty. (Includes Sr Environmental Scientist)	$ 194.00	$ 194.00
Cartographer/GIS Specialist	Prepares maps on topography, etc. to be digitized. Designs and draws original maps of cities and regions. Adapts existing maps. Uses geographic information systems and global positioning system to prepare maps of topography. Analyzes spatial and environmental data. Specify minimum 5 years of experience and specialty.	$ 128.00	$ 128.00
Draftsperson	Draws site plans, layouts, and detailed drawings on CAD System. Specify minimum 5 years of experience and specialty.	$ 139.00	$ 139.00
Senior Field Technician	Collects samples for material testing, performs field material testing provides field support, uses, maintains and deploys equipment. Specify minimum 8 years of experience and specialty.	$ 139.00	$ 139.00
Field Technician	Collects samples for material testing, performs field material testing, provides field support, uses, maintains and deploys equipment. Specify minimum 2 years of experience and specialty.	$ 106.00	$ 106.00
Licensed Surveyor	Licensed for this professional title by the CT Department of Consumer Protection. Specify minimum _____ years of experience and specialty.	$	$
Licensed Environmental Professional	Has engineering, geology or hydrogeology training and is licensed by the state of Connecticut for this professional title. Specify minimum 10 years of experience and specialty.	$ 180.00	$ 180.00
Wetland/Soil Scientist project	Holds a bachelor's or higher degree in soil science, geology, earth science, biology, botany or other relevant discipline plus specialized training and experience in wetland evaluation or soil science. Delineates wetlands using recognized Federal or state methodologies. Interprets and evaluates soil types. Classifies soil samples and evaluates effects of contaminants on wetlands and related animal and plant communities. Specify minimum 10 years of experience and specialty.	$ 155.00	$ 155.00
Architect	Holds a bachelor's degree or higher. Licensed for this professional title by the CT Department of Consumer Protection. Specify minimum _____ years of experience and specialty.	$	$

ATTACHMENT E – COST INFORMATION SCHEDULE

City of Waterbury

Landscape Architect	Holds a bachelor's degree or higher. Licensed by the CT Department of Consumer Protection. Specify minimum 15 years of experience and specialty.	$ 178.00	$ 178.00
Construction Inspector (Senior)	ACI and NICET certified or Professional Engineer, Specify minimum 15 years of experience and specialty.	$ 168.00	$ 168.00
Construction Inspector (Staff)	ACI and NICET certified Specify minimum 10 years of experience and specialty.	$ 128.00	$ 192.00
Project Manager	Oversees and coordinates projects from an administrative and operations standpoint. Initial contact at site for projects. City liaison. Specify minimum 15 years of experience and specialty.	$ 220.00	$ 220.00
Clerical Staff	Uses computers, typewriters and other office equipment to provide clerical and logistical support to project. May type reports, correspondence and other written material. May prepare bills, invoices, and related documents. Specify minimum 5 years of experience and specialty.	$ 95.00	$ 95.00
2 Man Survey Crew	Survey Crew consists of a party Chief with a minimum of ____ years of experience and a Rod Man with a minimum of 6 months experience,	$	$
3 Man Survey Crew	Survey Crew consists of a party Chief with an minimum of Four year's experience, Instrument man with a minimum of two years' experience and a Rod Man with a minimum of 6 months experience,	$	$

II. Respondents may provide additional job classes/titles below. These additional proposed job classes/titles may be considered if in the best interest of the City.

Title/ Class	Job Description / Tasks	Straight Time	Overtime
Principal	Specify minimum 20 years of experience and specialty.	$ 272.00	$ 272.00
GIS Manager	Specify minimum 15 years of experience and specialty.	$ 168.00	$ 168.00
Senior Drafter/ Designer	Specify minimum 15 years of experience and specialty.	$ 154.00	$ 231.00
Construction Observer	Specify minimum 2 years of experience and specialty.	$ 132.00	$ 198.00

ATTACHMENT E – COST INFORMATION SCHEDULE

City of Waterbury

Project Director	Specify minimum 20 years of experience and specialty.	$ 297.00	$ 297.00
Sr Project Mgr	Specify minimum 15 years of experience and specialty.	$ 265.00	$ 265.00

III. Respondents may provide pricing in Attachment D for the direct expense services it seeks to provide under this RFQ.

Item No.	Direct Expense Services	Unit of Measure	Rate Per Unit
1	Printing Greater than 11" X 17"	S.F.	$ .20
2	Color Printing and photocopies (Up to 11"x17")	Each.	$ .60
3	Large Format Monochrome Printing and Plotting (sheet sizes greater than 11"x17")	S.F.	$ .125
4	Large Format Color Plotting (sheet sizes >11"x17")	S.F.	$ .80
5	Large Format Mylar Plotting	S.F.	$ 1.00
6	Electronic Scanning	S.F.	$ No Charge
7	In-house Printing and photocopies up to 11 X 17"	Each	$ .06
8	Blackline prints	Cost	Cost + 0 %
9	Plotting & printing charges (outside vendors)	Cost	Cost + 10 %
10	Regular Mail, Express or certified postage charges	Per item	Cost + 0 %
11	Other project-related reimbursable expenses	Cost	Cost + 10 %

12	Reproduction Costs	Per page	Cost + 0 %
13	Borings and test pits for subsurface investigation	At cost	Cost + 10 %
14	Outside Services (subconsultant/laboratory)	At Cost	Cost + 10 %

IV. Other Rates

Item No.	Description	Unit of Measure	Rate Per Unit
15	Mileage	Mile	IRS Rate + 0 %

NOTES:

1. All job classes noted above shall include the required modern equipment associated with the classification. For example, the hourly rate for a Licensed Surveyor or Draftsperson shall include the electronic surveying/drafting equipment respectively, software, equipment hourly operating costs, personnel protective equipment and other normal associated tools of the trade or profession.

2. NOTE: Rates/pricing provided above shall be either for the initial 3-year Term of the contract or for individual calendar years. No rate escalation is permitted. After the initial three (3) year Term, rate increases shall be requested in writing by the Firm and subject to negotiation, at the sole option of the City, on a yearly basis, for each of the two (2) one-year extensions.

3. All job classes and rates include the consultant providing the City of Waterbury with electronic files of all work product in the form of a PDF and the format of the original software used to create the work product; however, all AutoCAD submissions to City shall be in the version required by the City's Engineering Department.

4. Straight time is defined as any contiguous 8 Hour period during any 2 calendar days.

5. Overtime is defined as any working time over contiguous period over 8 Hours during any 2 calendar days.

6. Response to Unscheduled or emergency calls outside of normal work day of 7AM to 5 PM will be paid for at the hourly rate for Overtime.

7. Respondents are not required to provide rates for all "Title/Class" listed, but only for those applicable to selected disciplines.

8. Where required, Consultant shall provide project cost estimating, and development of contract documents and specifications, based on City the City's standard documents and required formats.

END OF SECTION

ATTACHMENT E – COST INFORMATION SCHEDULE

NOTE: An original hard copy of Attachment E shall be submitted in a separate, sealed envelope marked "Confidential: Cost Information Schedule."

Submitted By: Tighe & Bond, Inc.
(Print Firm Name)

For Calendar Year(s): (check applicable*)
- ˜ 2025 – 2027, inclusive
- ˜ 2025
- ˜ 2026
- X 2027

* Check applicable box(es) to indicate if providing cost information for entire 3-year initial Term, or for individual calendar years. If providing cost information for individual years, for each calendar year: a) make a copy of Attachment E, and b) check the appropriate box.

I. Respondents must provide pricing/rates in Attachment E for the services it seeks to provide under this RFQ.

Title/ Class	Job Description / Tasks	Straight Time	Overtime
Professional Engineer (Project) (Specialties include: civil, electrical, mechanical, structural, environmental, geotechnical, wastewater, landfill etc.).	Holds a bachelor's degree or higher in relevant engineering discipline. Licensed for this occupation by the CT Department of Consumer Protection. Designs and oversees construction of systems. Affixes professional engineer seal to documents when required. Specify minimum 7 years of experience and specialty.	$ 179.00	$ 179.00
Professional Engineer (Senior) (Specialties include: civil, electrical, mechanical, structural, environmental, geotechnical, wastewater, landfill etc.).	See Professional Engineer. Specify minimum 15 years of experience and specialty.	$ 239.00	$ 239.00

ATTACHMENT E – COST INFORMATION SCHEDULE

City of Waterbury

Engineer (Project) (Specialties include: civil, electrical, mechanical, structural, chemical, environmental, geotechnical, wastewater, landfill etc.).	Holds a bachelor's degree or higher in civil, mechanical, electrical, structural engineering or other relevant engineering discipline. Performs engineering tasks and analysis related to site investigation and designs projects, oversees construction of projects, etc. Specify minimum 5 years of experience and specialty.	$ 158.00	$ 158.00
Engineer (Senior) (Specialties include: civil, electrical, mechanical, structural, chemical, environmental, geotechnical, wastewater, landfill etc.).	See Engineer. Specify minimum 10 years of experience and specialty. (Includes Sr Environmental Scientist)	$ 201.00	$ 201.00
Cartographer/GIS Specialist	Prepares maps on topography, etc. to be digitized. Designs and draws original maps of cities and regions. Adapts existing maps. Uses geographic information systems and global positioning system to prepare maps of topography. Analyzes spatial and environmental data. Specify minimum 5 years of experience and specialty.	$ 132.00	$ 132.00
Draftsperson	Draws site plans, layouts, and detailed drawings on CAD System. Specify minimum 5 years of experience and specialty.	$ 146.00	$ 146.00
Senior Field Technician	Collects samples for material testing, performs field material testing provides field support, uses, maintains and deploys equipment. Specify minimum 8 years of experience and specialty.	$ 146.00	$ 146.00
Field Technician	Collects samples for material testing, performs field material testing, provides field support, uses, maintains and deploys equipment. Specify minimum 2 years of experience and specialty.	$ 110.00	$ 110.00
Licensed Surveyor	Licensed for this professional title by the CT Department of Consumer Protection. Specify minimum _____ years of experience and specialty.	$	$
Licensed Environmental Professional	Has engineering, geology or hydrogeology training and is licensed by the state of Connecticut for this professional title. Specify minimum 10 years of experience and specialty.	$ 187.00	$ 187.00
Wetland/Soil Scientist project	Holds a bachelor's or higher degree in soil science, geology, earth science, biology, botany or other relevant discipline plus specialized training and experience in wetland evaluation or soil science. Delineates wetlands using recognized Federal or state methodologies. Interprets and evaluates soil types. Classifies soil samples and evaluates effects of contaminants on wetlands and related animal and plant communities. Specify minimum 10 years of experience and specialty.	$ 160.00	$ 160.00
Architect	Holds a bachelor's degree or higher. Licensed for this professional title by the CT Department of Consumer Protection. Specify minimum _____ years of experience and specialty.	$	$

Landscape Architect	Holds a bachelor's degree or higher. Licensed by the CT Department of Consumer Protection. Specify minimum 15 years of experience and specialty.	$ 187.00	$ 187.00
Construction Inspector (Senior)	ACI and NICET certified or Professional Engineer, Specify minimum 15 years of experience and specialty.	$ 174.00	$ 261.00
Construction Inspector (Staff)	ACI and NICET certified Specify minimum 10 years of experience and specialty.	$ 132.00	$ 198.00
Project Manager	Oversees and coordinates projects from an administrative and operations standpoint. Initial contact at site for projects. City liaison. Specify minimum 15 years of experience and specialty.	$ 228.00	$ 228.00
Clerical Staff	Uses computers, typewriters and other office equipment to provide clerical and logistical support to project. May type reports, correspondence and other written material. May prepare bills, invoices, and related documents. Specify minimum 5 years of experience and specialty.	$ 99.00	$ 99.00
2 Man Survey Crew	Survey Crew consists of a party Chief with a minimum of ____ years of experience and a Rod Man with a minimum of 6 months experience,	$	$
3 Man Survey Crew	Survey Crew consists of a party Chief with an minimum of Four year's experience, Instrument man with a minimum of two years' experience and a Rod Man with a minimum of 6 months experience,	$	$

II. Respondents may provide additional job classes/titles below. These additional proposed job classes/titles may be considered if in the best interest of the City.

Title/ Class	Job Description / Tasks	Straight Time	Overtime
Principal	Specify minimum 20 years of experience and specialty.	$ 286.00	$ 286.00
GIS Manager	Specify minimum 15 years of experience and specialty.	$ 176.00	$ 176.00
Senior Drafter/ Designer	Specify minimum 15 years of experience and specialty.	$ 160.00	$ 240.00
Construction Observer	Specify minimum 2 years of experience and specialty.	$ 138.00	$ 207.00

ATTACHMENT E – COST INFORMATION SCHEDULE

City of Waterbury

Project Director	Specify minimum 20 years of experience and specialty.	$ 312.00	$ 312.00
Sr Project Mgr	Specify minimum 15 years of experience and specialty.	$ 278.00	$ 278.00

III. Respondents may provide pricing in Attachment D for the direct expense services it seeks to provide under this RFQ.

Item No.	Direct Expense Services	Unit of Measure	Rate Per Unit
1	Printing Greater than 11" X 17"	S.F.	$ .20
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3	Large Format Monochrome Printing and Plotting (sheet sizes greater than 11"x17")	S.F.	$ .125
4	Large Format Color Plotting (sheet sizes >11"x17")	S.F.	$ .80
5	Large Format Mylar Plotting	S.F.	$ 1.00
6	Electronic Scanning	S.F.	$ No Charge
7	In-house Printing and photocopies up to 11 X 17"	Each	$ .06
8	Blackline prints	Cost	Cost + 0 %
9	Plotting & printing charges (outside vendors)	Cost	Cost + 10 %
10	Regular Mail, Express or certified postage charges	Per item	Cost + 0 %
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12	Reproduction Costs	Per page	Cost + 0 %
13	Borings and test pits for subsurface investigation	At cost	Cost + 10 %
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IV. Other Rates

Item No.	Description	Unit of Measure	Rate Per Unit
15	Mileage	Mile	IRS Rate + 0 %

NOTES:

1. All job classes noted above shall include the required modern equipment associated with the classification. For example, the hourly rate for a Licensed Surveyor or Draftsperson shall include the electronic surveying/drafting equipment respectively, software, equipment hourly operating costs, personnel protective equipment and other normal associated tools of the trade or profession.

2. NOTE: Rates/pricing provided above shall be either for the initial 3-year Term of the contract or for individual calendar years. No rate escalation is permitted. After the initial three (3) year Term, rate increases shall be requested in writing by the Firm and subject to negotiation, at the sole option of the City, on a yearly basis, for each of the two (2) one-year extensions.

3. All job classes and rates include the consultant providing the City of Waterbury with electronic files of all work product in the form of a PDF and the format of the original software used to create the work product; however, all AutoCAD submissions to City shall be in the version required by the City's Engineering Department.

4. Straight time is defined as any contiguous 8 Hour period during any 2 calendar days.

5. Overtime is defined as any working time over contiguous period over 8 Hours during any 2 calendar days.

6. Response to Unscheduled or emergency calls outside of normal work day of 7AM to 5 PM will be paid for at the hourly rate for Overtime.

7. Respondents are not required to provide rates for all "Title/Class" listed, but only for those applicable to selected disciplines.

8. Where required, Consultant shall provide project cost estimating, and development of contract documents and specifications, based on City the City's standard documents and required formats.

END OF SECTION

City of Waterbury

Engineering Department

OFFICE: (203) 574-6851
FAX: (203) 574-8277

Memorandum

To: Board of Aldermen

From: Salvatore D. Porzio, Project Manager, Engineering Department

Date: July 29, 2025

Re: **Approval Request / Executive Summary** – Professional Services Agreement [RFQ No. 8132] for Engineering On-Call Services 2025 Through 2027 between The City of Waterbury, Connecticut and VN Engineers, Inc.

The Engineering Department, in conjunction with the Public Works Department and Education Department, respectfully request your approval of the above-referenced agreement for On-Call Professional Services between the City of Waterbury and VN Engineers, Inc. (the "Consultant").

As you may be aware, under RFQ No. 8132, the City solicited for various Engineering On-Call Services and the Section Committee, consisting of me, as Chairmen; Roy E. Cavanaugh, City Engineer; Denis Cuevas, Jacobs Business Manager, and Maureen McCauley, Assistant Director of Purchasing, selected the Consultant to provided various services, by discipline, to the City. (FYI: Please see Section 1.3 of the attached agreement for the specific services the Consultant has been deemed qualified to perform.)

And please be advised that this agreement is for services such as construction administration and resident engineer inspection services, rather than for engineering/design services (which, generally, are the services to be provided under the initial round of on-call agreements approved by your Board earlier this year).

All services requested under this agreement will be authorized through Task Orders and Purchase Orders following the rates and fees set forth in the Consultant's Cost Information Schedule Packet, which has been incorporated into the agreement as part of Attachment A (see attached agreement). Each Task Order will set out, on a project by process basis, the desired scope of work, monetary terms and time of performance for such work, plus all other pertinent project specific information.

The term of the agreement will run from the date of execution by the Mayor through December 31, 2027, and as an On-Call Agreement, there is no cost to the City associated with entering into the agreement. Costs will be as identified in any issued Task Orders and Purchase Orders in accordance with the On-Call Agreement.

Accordingly, attached please find for your review and consideration copies of the proposed Agreement (with all Attachment A documents to date).

Lastly, please be advised that Engineering Department will have a representative present at your upcoming meeting to answer any questions you may have regarding this matter.

Thank you.

SDP/sdp
Attachment

cc: Attorney Lynn McHale, via email, w/o attachment.
Selection Committee Members, via email, w/o attachment.
David B. Simpson, Director of Public Works, via email, w/o attachment.
Carrie Swain, Clerk, Board of Education, via email, with attachment.
File C268

PROFESSIONAL SERVICES AGREEMENT
RFQ No. 8132
for
ENGINEERING ON-CALL SERVICES
2025 THROUGH 2027
between
The City of Waterbury, Connecticut
and
V N ENGINEERS, INC.

THIS AGREEMENT, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut 06702 (the "City") and V N ENGINEERS, INC.**,** located at 116 WASHINGTON AVENUE, NORTH HAVEN, CT 06473 (the "Consultant").

WHEREAS, the Consultant submitted a proposal to the City responding to **RFQ No. 8132** for **ENGINEERING ON-CALL SERVICES 2025 THROUGH 2027**; and

WHEREAS, the City selected the Consultant to perform services regarding **RFQ No. 8132**; and

WHEREAS, the City desires to obtain the Consultant's services pursuant to the terms, conditions and provisions set forth in this agreement (the "Project").

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. Scope of Services. The Consultant shall furnish all of the labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. necessary to complete the Project as specified in this agreement (also referred to herein as "Contract") and such shall be completed in a satisfactory manner, as reasonably determined by the City. All labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. shall comply with any and all applicable Local, State and Federal laws, statutes, ordinances and regulations and with generally accepted professional standards. The Consultant shall make such revisions or modifications to its work, at its own cost and expense, as the City may require in order to be deemed complete.

1.1. The Project consists of **ENGINEERING ON-CALL SERVICES 2025 THROUGH 2027** pertaining to services for which the Consultant has been deemed qualified by the City's Purchasing Director ("Qualified Engineering Services") as detailed and described in **Attachment A** and are hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Consultant as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part

hereof:

1.1.1 The City's **RFQ No. 8132** for **ENGINEERING ON-CALL SERVICES 2025 THROUGH 2027** (incorporated by reference);

1.1.2 **Addenda #1** to the City's **RFQ No. 8132**, dated October 23, 2024 and consisting of 8 pages (attached hereto);

1.1.3 The Consultant's Qualifications submitted in response to the City's **RFQ No. 8132**, dated October 29, 2024 and consisting of 105 pages (incorporated by reference), and the Consultant's completed ATTACHMENT E – COST INFORMATION SCHEDULE (18 page "Cost Information Schedule Packet") (attached hereto);

1.1.4 Consultant's Certificate(s) of Insurance (attached hereto);

1.1.5 All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference);

1.1.6 All permits and licenses (incorporated by reference); and

1.1.7 Any and all amendment(s) and Change Orders issued by the City after execution of Agreement (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 Consultant. In the event that any provision in the Contract Documents conflict with any other provision therein, the provision in the component part of the Contract Document first enumerated below shall govern over any other component part which follows it numerically:

1.2.1 Federal, State, and local laws, regulations, charter and ordinances

1.2.2 Contract Amendment(s) and Change Orders

1.2.3 Contract

1.2.4 Consultant's response to the City's **RFQ No. 8132**, dated October 29, 2024 and consisting of 105 pages, and Consultant's Cost Information Schedule, consisting of 18 pages

1.2.5 RFQ Addenda

1.2.6 RFQ Documents not included in 1.2.1-1.2.5

1.3 Task Order Development. The parties hereto agree that the City, through its

Using Agency (i.e., City Department or Waterbury Development Corporation), may request from the Consultant at any time during the term of this Agreement a proposal to perform services pertaining to **Qualified Engineering Services** that shall be completed within the Contract Time of this Agreement and as further provided in the applicable Task Order(s) and agreed to by the Consultant. The Consultant's **Qualified Engineering Services** are:

- Construction Administration
- Construction or Resident Engineering Inspection Services

The Consultant shall prepare for the Using Agency's review, comment and approval a Task Order that:

1.3.1 assigns a Task Order number;
1.3.2 provides a general description of the Task Order project;
1.3.3 provides the time by which all work under the Task Order shall be completed;
1.3.4 proposes a not to exceed cost to perform all work under the Task Order with compensation being based upon the hourly rates provided in the Consultant's response to the City's **RFP No. 8132** and paid on a time and materials basis;
1.3.5 provides a spreadsheet of the Consultant's proposed level of effort for the Task Order work that includes staff positions and man-hours budgeted for each subtask within the Task Order;
1.3.6 addresses any comments provided by the Using Agency;

1.4 The parties hereto agree that no work shall commence under a Task Order until and unless it has been fully executed by the Consultant (through its Project Manager) and by the City (through the Department Head of the Using Agency) and a City Purchase Order for said work has been issued.

1.5 Task Order Process. The parties hereto agree that for all Task Orders approved in writing by the City's Using Agency:

1.5.1 The Using Agency shall process a requisition with the City's Finance Department for each specific Task Order;
1.5.2 The Using Agency shall not issue a Notice to Proceed with the Task Order work to the Consultant until and unless the City issues a Purchase Order for such work; and
1.5.3 The Consultant shall provide invoices to the Using Agency on a monthly basis for services rendered under each Task Order during the period in question and shall include therewith a narrative detailing the services rendered during the period in question and any further information requested by the Using Agency.

2. Consultant Representations Regarding Qualification and Accreditation. The Consultant represents that, to the extent required by law, its employees are licensed to perform

the scope of work set forth in this Contract. The Consultant further represents that its employees have the requisite skill, expertise and knowledge necessary to perform the scope of work required under the terms of this Contract, including any supplementary work and the City relies upon these.

2.1. Representations regarding Personnel. The Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or of personnel having a contractual relationship with the City is approved by the City in writing. As set forth above, all the services required hereunder shall be performed by the Consultant under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

2.2. Representations regarding Qualifications. The Consultant hereby represents that, to the extent required by Federal, State and Local statutes, regulations, codes, ordinances, and policies, that the Consultant and/or its employees be licensed, certified, registered, or otherwise qualified, the Consultant and all employees providing services under this Contract, are in full compliance with those statutes, regulations and ordinances. Upon City request, the Consultant shall provide to the City a copy of the Consultant's licenses, certifications, registrations, etc.

3. Responsibilities of the Consultant. All data, information, etc. given by the City to the Consultant and/or created by the Consultant shall be treated by the Consultant as proprietary to the City and confidential unless the City agrees in writing to the contrary and shall be used solely for the purposes of providing services under this Contract. The Consultant agrees to forever hold in confidence all files, records, documents and other information which may come into the Contractor's possession during the term of this Contract, except where a disclosure is expressly stated as a requirement of this Contract. Notwithstanding the foregoing, where a Consultant disclosure is required to comply with statute, regulation, or court order, the Consultant shall provide prior advance written notice to the City of the need for such disclosure. The Consultant agrees to properly implement the services required in the manner herein provided.

3.1. Use of City Property. To the extent the Consultant is required to be on City property to render its services hereunder, the Consultant shall have access to such areas of City property as the City and the Consultant agree are necessary for the performance of the Consultant's services under this Contract (the "Site" or the "Premises") and at such times as the City and the Consultant may mutually agree. Consultant shall perform all work in full compliance with Local, State and Federal health and safety regulations. All work hereunder shall be performed in a safe manner. Consultant shall immediately correct any dangerous condition caused by or resulting from its work. If it fails to correct, or to act diligently to correct, any condition which City reasonably believes to be a hazard to persons or property, then immediately upon oral or written notice to any supervisory or similar personnel of Consultant, City may, but shall not be required to, correct same at Consultant's expense. City shall confirm in writing any oral notice given within five

(5) business days thereafter.

3.2. Working Hours. To the extent the Consultant is required to be on City property to render its services hereunder, the Consultant shall coordinate its schedule so that work on the Premises is performed during those hours the City sets forth in a written notice to the Consultant, unless written permission is obtained from the City to work during other times. This condition shall not excuse Consultant from timely performance under the Contract. The work schedule must be agreed upon by the City and the Consultant.

3.3. Cleaning Up. To the extent the Consultant is required to be on City property to render its services hereunder, the Consultant shall at all times keep the Premises free from accumulation of waste materials or rubbish caused by Consultant, its employees or subcontractors, and at the completion of the work shall remove all rubbish from and about the Project and all tools, scaffolding and surplus materials and shall leave the Premises "broom clean" or its equivalent, unless more exactly specified. In case of dispute, the City may remove the rubbish and charge the cost to the Consultant.

3.4. Publicity. Consultant agrees not to deliberately disclose the fact that the City has entered into or terminated this Contract or disclose any of the terms of the Contract or use the City's name in connection with any publicity, unless the City gives prior written consent to such use of the City's name in each instance.

3.5. Standard of Performance. All workmanship, services, materials or equipment, either at the Premises or intended for it, shall conform in all respects with the requirements of all this Contract, and shall be the best obtainable from the crafts and trades. In all cases, the services, materials, equipment, reports, plans, specifications, deliverables, workmanship, etc. shall be equal to or better than the grade specified, and the best of their kind that is obtainable for the purpose for which they are intended. The standard of care and skill for all services performed by the Consultant shall be that standard of care and skill ordinarily used by other members of the Consultant's profession practicing under the same or similar conditions at the same time and in the same locality. The Consultant's services rendered hereunder shall be rendered completely and by qualified personnel in accordance with standard industry practice.

3.6. Consultant's Employees. The Consultant shall at all times enforce strict discipline and good order among its employees, and shall not employ any unfit person or anyone not skilled in the work assigned.

3.7. Due Diligence Obligation. The Consultant acknowledges its responsibilities to examine and to be thoroughly familiar with the City’s proposal document, including, but not limited to the specifications, and any addenda thereto. The Consultant hereby warrants and represents that prior to the submission of its proposal during the proposal process it reviewed or was afforded opportunity, by the City, to review all physical items, facilities, services or functions essential to the satisfactory performance of the services

required ("Due Diligence") and thereby certifies that all such items facilities, services or functions are included in this Contract and thereby warrants that:

3.7.1 it conducted or had opportunity to conduct all Due Diligence prior to the submission of its proposal and, accordingly, any additional costs, services or products resulting from the failure of the Consultant to complete Due Diligence prior to submission of its proposal shall be borne by the Consultant. Furthermore the Consultant had the opportunity during the proposal process to ask questions it saw fit and to review the responses from the City;

3.7.2 its failure or omission to make investigation and verification of data shall, in no way, be cause for future claim of ignorance of such data or conditions nor shall such failure to investigate and verify be the basis for any claim whatsoever, monetary or otherwise;

3.7.3 it is solely responsible for resolving any issues resulting from the failure to conduct Due Diligence and shall assume any costs that may result during the implementation of the Project, including, but not limited to, adherence to specifications and pricing for the Project.

3.7.4 it was responsible for specifying any changes and disclosing any new costs prior to the submittal of its proposal. Thus, in the event any changes or costs are disclosed by the Consultant, or otherwise required, during the performance of its services, the sole responsibility for any modification, delay and cost of such changes shall reside with the Consultant.

3.7.5 has familiarized itself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and Federal, State and Local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work;

3.7.6 has given the City written notice of any conflict, error or discrepancy that the Consultant has discovered in the Proposal Documents; and

3.7.7 agrees that the Proposal Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

3.8. Reporting Requirement. Unless the applicable Task Order(s) provide otherwise, the Consultant shall deliver (at a minimum) weekly written Task Order updates in a form and with detail acceptable to the Using Agency and shall deliver monthly written reports to the City's Using Agency setting forth **(i)** the issue date of the report, **(ii)** the time period covered by the report, **(iii)** a brief description of the work and services completed by the Consultant and/or delivered by the Consultant during the time period covered by the report, **(iv)** expressed as a percentage of the total work and services required under this

contract, the percentage of the total work represented by the work and services described in subsection iii above, **(v)** expressed as a percentage of this contract's Section 6 total compensation, the percentage of the total compensation represented by the work and services described in subsection iii above, **(vi)** the Consultant's declaration as to whether the entirety of the Consultant's work and services required in this contract will be, or will not be, completed within the Contract's Section 6 total compensation amount, and **(vii)** any and all additional useful and/or relevant information. Each report shall be signed by a Consultant representative acceptable to the City's Using Agency.

NOTE: the Consultant's failure to deliver any report required herein shall be deemed a material breach of this Contract, the City hereby reserving the right to exercise all available legal remedy(ies) to address said breach.

3.9. Activities, Work, and Services Performed in Department of Education Facilities, on School Grounds, at Student Sporting Events, and/or where City Students are Present. For all activities in school facilities and/or Department of Education facilities, the Consultant shall first be required to coordinate all on-site visits and activities with the appropriate Department/personnel in Education, or the designated person and shall obtain any necessary clearance, ID badges, etc. Consultant shall enter and exit all school facilities and Department of Educational facilities as designated as authorized by the appropriate Department/personnel in Education, or the designated person.

3.10. Criminal Background Check and DCF Registry Check. The Consultant shall comply with the requirements of C.G.S. 10-222 c (g) and shall ensure, and represents to the City, that any employee who will be on school grounds/Department of Education Property/at Department of Education events and/or where City students 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 Consultant shall further ensure, and represents to the City that any person who will have direct contact with a student has submitted to a records check of the Department of Children and Families Child Abuse and Neglect Registry established pursuant to Conn. Gen. Stat. §17a-101k, as well as State and National criminal history records checks conducted in accordance with Conn. Gen. Stat. §29-17a, the Federal National Child Protection Act of 1993, and the Federal Volunteers for Children Act of 1998. The Consultant shall not permit any person with a disqualifying criminal history to have contact with a student. The Consultant agrees that "direct contact" shall include the Consultant and its employees providing services under this Contract if said services are performed on school grounds/Department of Education Property/at Department of Education events and/or where City students are present.

4. Responsibilities of the City. Upon the City's receipt of Consultant's written request, the City will provide the Consultant with all documents, data and other materials the City

agrees are necessary and appropriate to the service to be performed by the Consultant hereunder and the City will endeavor to secure, where feasible and where the City agrees it is necessary and appropriate, materials or information from other sources requested by the Consultant for the purpose of carrying out the services under this Contract.

5. Contract Time. The Consultant shall complete all work and services required under this Contract by **December 31, 2027** and in accordance with all Project Phase Completion Dates, Project Milestones, and Substantial and Final Completion Dates identified in fully executed Task Orders under this Contract ("Contract Time").

5.1. Time is and shall be of the essence for all Project milestones, completion date for the Project. The Consultant further agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract time stated above. It is expressly understood and agreed, by and between the Consultant and City, that the Contract Time is reasonable for the completion of the Work. The Consultant shall be subject to City imposed fines and/or penalties in the event the Consultant breaches the foregoing dates.

6. Compensation. The City shall compensate the Consultant for satisfactory provision of all of the goods and services set forth in this Contract as follows in this Section 6.

6.1. Fee Schedule. The fee payable to the Consultant shall be in accordance with the Consultant's response to **RFQ No. 8132**, dated October 29, 2024, Consultant's Cost Information Schedule Packet and all applicable fully executed Task Orders and Purchase Orders.

6.2. Limitation of Payment. Compensation payable to the Consultant is limited to those fees set forth in Section 6.1. above. Such compensation shall be paid by the City upon review and approval of the Consultant's invoices for payment and review of the work, services, deliverables, etc. required in this Contract and review as may be further required by the Charter and Ordinances of the City. Consultant's invoices shall describe the work, services, reports, plans, specifications, deliverables, etc. rendered and the compensation sought therefore in a form and with detail and clarity acceptable to the City.

6.2.1 The Consultant and its affiliates are hereby provided with notice that the City reserves the right, in the City's sole discretion, to offset, withhold, or otherwise reduce City payment(s) to the Consultant in an amount equaling the sum or sums of money the Consultant and/or its affiliates is/are, or becomes delinquent or in arrears on, regarding the Consultant's and/or its affiliate's real and personal tax obligations to the City.

6.3. Review of Work. The Consultant shall permit the City to review, at any time, all work performed under the terms of this Contract at any stage of the work. The Consultant shall maintain or cause to be maintained all records, books or other documents relative to charges, costs, expenses, fees, alleged breaches of the Contract, settlement of

claims or any other matter pertaining to the Consultant's demand for payment. The City shall not certify fees for payment to the Consultant until the City has determines that the Consultant has completed the work in accordance with the requirements of this Contract.

6.4. Response Costs. All costs of the Consultant in preparing its Response to **RFQ No. 8132** shall be solely borne by the Consultant and are not included in the compensation to be paid by the City to the Consultant under this Contract or any other Contract.

6.5. Payment for Services, Materials, Employees. The Consultant shall be fully and solely responsible for the suitability, and compliance with the Contract, of all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. furnished to the City under this Contract. The Consultant shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc., going into the work, and all bills for insurance, bonds, Worker's Compensation coverage, Federal and State Unemployment Compensation, and Social Security charges applicable to this Project. Before final payment is made, the Consultant shall furnish a legal statement to the City that all payments required under this subparagraph have been made.

6.6. Liens. Neither the final payment nor any part of the retained percentage, if any, shall become due until the Consultant shall deliver to the City a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof, and, in either case, an affidavit that so far as the Consultant has knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed; but the Consultant may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the City, to indemnify it against any lien. If any lien remains unsatisfied after all payments are made, the Consultant shall refund to the City all moneys that the City may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

7. Passing of Title and Risk of Loss. Title to each item of equipment, material, reports, plans, specifications, supplies, services, etc. required to be delivered to the City hereunder shall pass to City upon City payment to the Consultant for that item. Consultant and its insurer shall assume the risk of loss or damage up to and including the date title passes, except that City shall be responsible for loss or damage caused by City's negligence.

8. Indemnification.

8.1. The Consultant shall indemnify, defend, and hold harmless the City, City's Boards, and Board of Education, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, design, drawings, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or

expenses **(i)** are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, **(ii)** are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of the Consultant, its employees, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder; **(iii)** enforcement action or any claim for breach of the Consultant duties hereunder or **(iv)** claim for intangible loss(es) including but not limited to business losses, lost profits or revenue, regardless of whether or not it is caused in part by a party indemnified hereunder.

8.2. In any and all claims against the City or any of its boards, agents, employees or officers by the Consultant or any employee of the Consultant, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 8.1, above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Consultant or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

8.3. The Consultant understands and agrees that any insurance required by this Contract, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City as provided in this Contract.

8.4. The Consultant expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City and the City's boards, agents, employees or officers as provided herein.

8.5. Royalties and Patents. The Consultant shall, for all time, secure to the City the free and undisputed right to the use of any and all patented articles and methods used in the work and shall defend at Consultant's own expense any and all suits for infringement or alleged infringement of such patents, and in the event of adverse award under patent suits, the Consultant shall pay such awards and hold the City harmless in connection with any patent suits that may arise as a result of installations made by the Consultant and as to any award made thereunder.

8.6. In the event this Contract and/or the 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 Consultant shall indemnify, defend and hold harmless the City from any fine, penalty or other amounts imposed on the City under said statutes, regulations, Charter or Ordinances, if caused by Consultant, or its subcontractor, omission or commission..

9. Consultant's Insurance.

9.1. The Consultant shall not commence work under this Contract until all insurance required under this Section 9 has been obtained by the Consultant and such insurance has been approved by the City. The Consultant shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an A.M. Best financial size category of VII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

9.2. At no additional cost to the City, the Consultant shall purchase and maintain the insurance coverages set forth below which shall protect the City from claims which may arise out of or result from the Consultant's obligation under this Contract, whether such obligations are the Consultant's or subcontractor or person or entity directly or indirectly employed by said Consultant or subcontractor, or by any person or entity for whose acts said Consultant or subcontractor may be liable.

9.3. Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this Contract and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.

9.4. The following policies with stated limits shall be maintained, in full force and effect, at all times during which the services are to be performed by the Consultant:

9.4.1 General Liability Insurance:

$1,000,000.00 Each Occurrence
$2,000,000.00 General Aggregate
$2,000,000.00 Products/Completed Operations Aggregate

Providing coverage to protect the City for all damages arising out of bodily injuries, sickness to or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.

9.4.2 Automobile Liability Insurance:

$1,000,000.00 combined single limit (CSL)

Providing coverage to protect the City with respect to claims for damage for bodily injury and or property damage arising out of ownership, maintenance, operation, use or loading and unloading of any auto including hired & non-owned autos.

9.4.3 Workers' Compensation: Statutory Limits within the State of Connecticut: Employers' Liability:

EL Each Accident **$1,000,000.00**
EL Disease Each Employee **$1,000,000.00**
EL Disease Policy Limit **$1,000,000.00**

Consultant shall comply with all State of Connecticut statutes as it relates to workers' compensation.

9.4.4 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, Professional Liability and Workers Compensation insurances

9.4.5 Professional Liability/E&O Insurance:

$1,000,000.00 Each Wrongful Act
$1,000,000.00 Aggregate
Professional liability (also known as, errors and omissions) insurance providing coverage to the Consultant.

Additionally, for services that may involve Contaminated and/or Hazardous Substances, the Consultant shall provide the following:

9.4.6 Contractor's Pollution Liability Insurance

$1,000,000.00 Each Occurrence/Claim
$1,000,000.00 Aggregate
There will be no exclusion for Hazardous materials, including Asbestos & Lead

9.5. Failure to Maintain Insurance: In the event the Consultant fails to maintain the minimum required coverage as set forth herein, the City may at its option purchase same, and offset the Consultant's invoices for the cost of said insurance.

9.6. Cancellation: The City of Waterbury shall receive written notice of cancellation from the Consultant at least thirty (30) calendar days prior to the date of actual cancellation, regardless of the reason for such cancellation.

9.7. Certificates of Insurance: The Consultant's General, Automobile and

Excess/Umbrella Liability Insurance policies shall be endorsed to add the City and its Board of Education as an Additional Insured and include a waiver of subrogation on all policies except Professional Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Consultant's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. At the time the Consultant executes this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance, and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury and its Board of Education are listed as Additional Insured on a primary and non-contributory basis on all policies except Workers' Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Professional Liability."** The Consultant must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

9.8. 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.

9.9 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.

10. Conformance with Federal, State and Other Jurisdictional Requirements. By executing this Contract, the Consultant represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with all applicable statutes, acts, ordinances, guidelines, resolutions, orders, judgments, decrees, injunctions, rules, and regulations of all government authorities applicable to performance by the Consultant of services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following: *EQUAL EMPLOYMENT OPPORTUNITY ACT*; *COPELAND ANTI-KICKBACK ACT*, as supplemented in the Department of Labor Regulations (29 CFR Part 3); *DAVIS-BACON ACT* as supplemented by Department of Labor Regulations (29 CFR Part 5); Section 103 and 107 of the Contract Work Hours and Safety Standards Act, as supplemented by the Department of Labor

Regulations (29 CFR Part 5); the *HOUSING and COMMUNITY DEVELOPMENT ACT of 1974*, as amended; TITLE 31 and Section 12-430(7) of the State of Connecticut General Statutes. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference and made a part hereof.

10.1. Permits, Laws, and Regulations. Permits and licenses necessary for the delivery and completion of the Consultant's work and services shall be secured in advance and paid by the Consultant. The Consultant shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work and services as specified.

10.2. Taxes-Federal, State and Local. The City is exempt from Federal Excise and Transportation, State and Local Sales and Use Taxes, including without limitation, taxes that would otherwise be imposed upon the Consultant for transactions required or necessitated hereunder between it and its subcontractors, suppliers, etc. The Consultant remains liable, however, for any applicable tax obligations it incurs. Moreover, the Consultant represents that the proposal and pricing contained in this Contract do not include the amount payable for said taxes.

10.3. Labor and Wages. The Consultant and its subcontractors shall conform to the labor laws of the State of Connecticut, and all other laws, ordinances, and legal requirements affecting the work in Connecticut.

10.3.1 The Consultant is aware of the provisions of Title 31, §53 of the Connecticut General Statutes, latest revision (the "Act"), concerning the payment of minimum wages and other payments or contributions established by the State of Connecticut Labor Commissioner for work on public facilities. The provisions of the Act are incorporated by reference and made a part of this Contract. The Act provides that the Connecticut prevailing wage law applies to certain remodeling, refurbishing, alteration, repair and new construction. The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in Conn .Gen. Statute 31-53(i), shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

10.3.2 The Consultant is aware of, and shall comply with, the provisions of both the Federal Davis-Bacon Act and the Federal American Recovery and Reinvestment Act of 2009, the provisions of both acts hereby incorporated by reference and made a part of this Contract. The Federal Davis-Bacon Act provides

that Federal wage rate laws apply to certain federally funded contracts. The American Recovery and Reinvestment Act ("ARRA") provides that Federal wage rate laws apply to all ARRA funded contracts regardless of the contract's dollar value.

11. Discriminatory Practices. In performing this Contract, the Consultant shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, sex, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified. This covenant is required pursuant to §93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this Contract. Said provisions with subcontractors shall require conformity and compliance with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

11.1. Discrimination Because of Certain Labor Matters. No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because such person has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or related to the labor standards applicable hereunder to its employer.

11.2. Equal Opportunity. In its execution of the performance of this Contract, the Consultant shall not discriminate and shall comply with applicable laws prohibiting discrimination on the grounds of race, color, religion, sex, national origin or citizenship status, age or handicap. The Consultant agrees to comply with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements, and will require the same of all subcontractors.

12. 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 Consultant shall then be required to comply with the following (referred to as the "Section 3 clause"):

12.1. 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.

12.2. 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.

12.3. The Consultant agrees to send to each labor organization or representative of workers with which the Consultant has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Consultant'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.

12.4. The Consultant 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 Consultant will not subcontract with any subcontractor where the Consultant has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 135.

12.5. The Consultant will certify that any vacant employment positions, including training positions, that are filled (i) after the Consultant 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 Consultant's obligations under 24 C.F.R. part 135.

12.6. 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.

12.7. 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).

13. Termination.

13.1. Termination of Contract for Cause. If, through any cause, in part or in full, not the fault of the Consultant, the Consultant shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract , the City shall thereupon have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) business days before the effective date of such termination.

13.1.1 In the event of such termination, all finished or unfinished documents, data, studies, reports, specifications, deliverables, etc. prepared by the Consultant under this Contract shall, at the option of the City, become the City's property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed for such.

13.1.2 Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by the Consultant, and the City may withhold any payments to the Consultant for the purpose of setoff until such time as the exact amount of damages due the City from the Consultant is determined.

13.2. Termination for Convenience of the City. The City may terminate this Contract at any time for the convenience of the City, by a notice in writing from the City to the Consultant. If this Contract is terminated by the City as provided herein, the Consultant will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Consultant covered by this Contract, less payments of compensation previously made.

13.3. Termination for Non-Appropriation or Lack of Funding. The Consultant acknowledges that the City is a municipal corporation and that this Contract is subject to the appropriation of funds by the City sufficient for this Contract for each budget year in which this Contract is in effect. The Consultant therefore agrees that the City shall have the right to terminate this Contract in whole or in part without penalty in the event sufficient funds to provide for City payment(s) under this Contract is not appropriated, not authorized or not made available pursuant to law, or such funding has been reduced pursuant to law.

13.3.1 Effects of Non-Appropriation. If funds to enable the City to effect continued payment under this Contract are not appropriated, authorized or otherwise made available by law, the City shall have the right to terminate this Contract without penalty at the end of the last period for which funds have been appropriated, authorized or otherwise made available by law by giving written notice of termination to the Consultant.

13.3.2 Effects of Reduced Levels of Funding. If funding is reduced by law, or funds to pay the Consultant for the agreed to level of the products, services and

functions to be provided by the Consultant under this Contract are not appropriated, authorized or otherwise made available by law, the City may, upon seven (7) calendar days written notice to the Consultant, reduce the level of the products, services or functions in such manner and for such periods of time as the City may elect. The charges payable under this Contract shall be equitably adjusted to reflect such reduced level of products, services or functions and the parties shall be afforded the rights set forth in this Contract.

13.3.3 No Payment for Lost Profits. In no event shall the City be obligated to pay or otherwise compensate the Consultant for any lost or expected future profits.

13.4. Rights Upon Cancellation or Termination.

13.4.1 Termination for Cause. In the event the City terminates this Contract for cause, the Consultant shall relinquish to the City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights in and to the documents, data, studies, reports, specifications, deliverables, etc. provided to, in possession of, and properly invoiced and paid for by (except to the extent such invoiced amount is disputed) the City. With regard to third party products, the Consultant shall transfer all licenses to the City which the Consultant is permitted to transfer in accordance with the applicable third party license. The City shall have no financial obligation to compensate the Consultant for such terminated documents, data, studies, reports, specifications, deliverables, etc. unless payment is otherwise approved by the City prior to such termination. The Consultant shall be liable for costs incurred by the City, including but not limited to reasonable attorney fees and all court awarded fees and costs incurred in terminating this agreement in whole or in part.

13.4.2 Termination for Lack of Funding or Convenience. In the event of termination of this Contract by the City for lack of funding or convenience, the City shall pay the Consultant for all documents, data, studies, reports, specifications, deliverables, etc. (including any holdbacks), installed and delivered to the City as of the Termination Date and the Consultant shall relinquish to the City any applicable interest, title and ownership including, but not limited to perpetual use of any proprietary rights in and to said documents, data, studies, reports, specifications, deliverables, etc. in possession of and paid for by the City (except to the extent any invoiced amount is disputed). The Consultant shall be required to exercise commercially reasonable efforts to mitigate damages. In the event of a termination for Lack of Funding or Convenience the City and the Consultant may negotiate a mutually acceptable payment to the Consultant for reasonable demobilization expenses. Said demobilization expenses, if any, shall be handled in accordance with the provision of this Contract pertaining to Changes in the Work.

13.4.3 Termination by the Consultant. The Consultant may, by written

notice to the City, terminate this Contract if the City materially breaches, provided that the Consultant shall give the City thirty (30) calendar days prior written notice and an opportunity to cure by the end of said thirty (30) day period. In the event of such termination, the Consultant will be compensated by the City for work performed prior to such termination date and the Consultant shall deliver to the City all deliverables as otherwise set forth in this Contract.

13.4.4 Assumption of Subcontracts. In the event of termination of this Contract, the City shall have the right to assume, at its option, any and all subcontracts for products, services and functions provided exclusively under this Contract, and may further pursue completion of the work under this Contract by replacement contract or otherwise as the City may in its sole judgment deem expedient.

13.4.5 Delivery of Documents. In the event of termination of this Contract, **(i)** the Consultant shall promptly deliver to the City, in a manner reasonably specified by the City, all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. and other tangible items furnished by, or owned, leased, or licensed by, the City, and **(ii)** the City shall pay the Consultant for all services performed and deliverables completed and accepted (pro-rated for deliverables partially completed) prior to the effective date of the termination (except to the extent any invoice amount is disputed).

14. Ownership of Instruments of Professional Services. The City acknowledges the Consultant's documents, data, studies, reports, specifications, deliverables, etc. created and to be created pursuant to this Contract, including electronic files, are Instruments of Professional Services. Nevertheless, the final Instruments of Professional Services, including, but not limited to documents, data, studies, reports, specifications, deliverables, etc. prepared for the City under this Contract shall become the property of the City upon City payment for that Instrument of Professional Services and the City reserves the right to use the Instruments of Professional Services.

15. Force Majeure. Consultant 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:

15.1. Acts of God, fire, explosion, epidemic, cyclone, flood, war, strikes, revolution, civil commotion, or acts of public enemies.

15.2. Change of law and order, proclamation, regulation, ordinance, or governmental requirement.

Upon cessation of work for reason of force majeure delays, Consultant shall use its best efforts to meet the schedule set forth in Section 5 of this Contract.

16. Subcontracting. The Consultant shall not, without the prior written approval of the City, subcontract, in whole or in part, any of the Consultant's services. Any subcontractor so

approved shall be required to secure and maintain insurance coverage equal to or better than that required of the Consultant and shall name the City as an additional insured party and said subcontractors shall deliver to the City a certificate of insurance evidencing such coverages. All subcontractors shall comply with all Federal, State and Local, laws, regulations and ordinances but such requirement shall not relieve the Consultant from its requirement that all work and services provided or required hereunder shall comply with all Federal, State and Local, laws, regulations and ordinances.

16.1. The Consultant shall be as fully responsible to the City for the acts and omissions of the Consultant's subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Consultant.

17. Assignability. The Consultant shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City; provided, however, that claims for money due or to become due the Consultant from the City under this Contract may be assigned to a bank, trust, company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

18. Audit. The City reserves the right to audit the Consultant's books of account in relation to this Contract any time during the period of this Contract or at any time during the twelve month period immediately following the closing or termination of this Contract. In the event the City elects to make such an audit, the Consultant shall immediately make available to the City all records pertaining to this Contract, including, but not limited to, payroll records, bank statements and canceled checks.

19. Risk of Damage and Loss. The Consultant shall be solely responsible for causing the timely repair to and/or replacement of, City property or item(s) intended to become City property hereunder, where the need for repair or replacement was caused by the Consultant, by someone under the care and/or control of the Consultant, by any subcontractor of the Consultant, or by any shipper or delivery service. The Consultant shall be solely responsible for all costs and expenses, including but not limited to shipping, delivery, insurance, etc. associated with the foregoing repair and replacement obligation. Further, the Consultant shall be solely responsible for securing the City's written acceptance of all completed repairs and replacements required hereunder. The City hereby retains sole discretion to determine whether a repair or a replacement is the proper remedy.

20. Interest of Consultant. The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the project or any parcel of land therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Consultant further covenants that in the performance of this Contract no person having any such interest shall be employed.

21. Entire Agreement. This Contract shall constitute the complete and exclusive statement of the contract between the parties as it relates to this transaction and supersedes all

previous agreements and understandings, whether written or oral, relating to such subject matter. Any amendment to this Contract must be in writing and agreed to and executed by the City and the Consultant.

22. Independent Contractor Relationship. The relationship between the City and the Consultant is that of client and independent contractor. No agent, employee, or servant of the Consultant shall be deemed to be an employee, agent or servant of the City. The Consultant shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract. It is the express intention of the parties hereto, and the Consultant hereby agrees and covenants, that it and any and all third party(ies) and subcontractor(s) retained by the Consultant hereunder is/are not and shall not be deemed an employee of the City of Waterbury, but is/are and shall remain an independent contractor relative to the City and that nothing herein shall be interpreted or construed as creating or establishing the relationship of employer-employee between the City of Waterbury and the Consultant or between the City of Waterbury and any third party(ies) or subcontractor(s). Thus, the Consultant hereby covenants that it, its subcontractor(s) and third party(ies) shall not be entitled to the usual characteristics of employment, such as income tax withholding, F.I.C.A. deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc. and that the Consultant shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, representatives, subcontractors and third party(ies).

23. Severability. Whenever possible, each provision of this Contract shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Contract, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law, and if capable of substantial performance, the remaining provisions of this Contract shall be enforced as if this Contract was entered into without an invalid provision. If the ruling and/or controlling principle of law or equity leading to the ruling is subsequently overruled, modified or amended by legislation, judicial or administrative action, then the provision(s) in question as originally set forth in this Contract shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principal of law or equity.

24. Survival. Any provisions of this Contract that impose continuing obligations on the parties shall survive the expiration or termination of this Contract for any reason.

25. Contract Change Orders.

25.1. At the sole discretion of the City, a Change Order may be issued solely by the City to modify an existing party obligation set forth in this Contract where the scope of the Change Order is:

25.1.1 within the scope of the original Contract OR is made pursuant to a provision in the original Contract, AND

25.1.2 the Change Order monetary cost is charged solely against those funds encumbered for and at the time the Contract was originally executed by the City, that is those funds set forth in the original Contract as a not to exceed payment amount OR within the original Contract's contingency / allowance / reserve amount (if any is stated therein), AND

25.1.3 the Final Completion Date has not been changed.

25.2. Notwithstanding the foregoing subsection A, a Change Order shall not include:

25.2.1 an upward adjustment to a Consultant's payment claim, or

25.2.2 a payment increase under any escalation clause set forth in the original contract, or any Change Order, or any amendment.

25.3. That the work and/or services contemplated are necessary does not, in itself, permit a Change Order. Should the need for a Change Order arise, the request shall be reviewed, and if agreed to, approved by the City's Using Agency and any City designated representative(s). To be binding and enforceable, a Change Order shall thereafter be signed by both the Consultant, any City designated representative(s), and a duly authorized representative of the City's Using Agency prior to the Consultant's delivery of the services, etc. contemplated in said Change Order. All Change Orders are governed by the provisions of this Contract. Any contract change NOT fully complying with this Section 25 shall be effectuated solely by an amendment to this Contract complying with Section 38.073 of the City's "Centralized Procurement System" ordinance.

26. Conflicts or Disputes. This Contract represents the full and complete concurrence between the City and the Consultant and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are **(i)** the City's aforementioned **RFP No. 8132** and **(ii)** the Consultant's proposal responding to the aforementioned **RFP No. 8132.**

26.1. Procedure. This procedure supersedes all statements to the contrary occurring either in proposals or other prior agreements, oral or written, and all other communications between the parties relating to this subject.

26.2. Presumption. This Contract or any section thereof shall not be construed against any party due to the fact that the Contract or any section thereof was drafted by such party.

27. Disputes; Legal Proceedings; Waiver of Trial by Jury and Continued Performance. The Consultant agrees that its waives a trial by jury as to any and all claims, causes of action or disputes arising out of this Contract or services to be provided pursuant to this

Contract. Notwithstanding any such claim, dispute or legal action, the Consultant shall continue to perform services under this Contract in a timely manner, unless otherwise directed by the City.

28. Binding Agreement. The City and the Consultant each bind themselves, and their successors, assigns and legal representatives to the other party to this Contract and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Contract.

29. Waiver. Any waiver of the terms and conditions of this Contract by either of the parties hereto shall not be construed to be a waiver of any other term or condition of this Contract.

30. Governing Laws. This Contract, its terms and conditions and any claims arising there from shall be governed by the laws of the State of Connecticut.

31. Notice. Except as otherwise specifically prohibited in this Contract, whenever under this Contract approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the City's Using Agency or the Consultant, and delivered in hand or sent by mail, postage prepaid, to the party to whom it is directed, which until changed by written notice, are as follows:

Consultant: V N ENGINEERS, INC.
116 WASHINGTON AVENUE
NORTH HAVEN, CT 06473

City: City of Waterbury
c/o _____
Waterbury, CT 0670_

With a copy to: City of Waterbury
Office of the Corporation Counsel
City Hall Municipal Building - 3rd Floor
235 Grand Street
Waterbury, CT 06702

32. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions.
The Person (the term "Person" shall herein be as defined in Section 38 of the City's Code of Ordinances) supplying the documents, data, studies, reports, specifications, deliverables, etc. under this Contract shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc. whether or not they are expressly stated in this Contract, including but not limited to the following:

32.1. It shall be a material breach of this Contract, and, except as may be permitted by regulations or rulings of the City of Waterbury Board of Ethics it shall be a violation of the City's Code of Ordinances, for any Public Official, City Employee or Member of a

Board or Commission who is participating directly or indirectly in the procurement process as set forth in the City's Code of Ordinances, including those participating in exempt transactions, to become or be the employee of any person contracting with the governmental body by whom the Official, Employee, or Board or Commission member is employed or is a member.

32.2. It shall be a material breach of this Contract, and it shall be a violation of the City's Code of Ordinances for any Person to offer, give, or agree to give any current or former Public Official, Employee or Member of a Board or Commission, or for such current or former Public Official, Employee or Member of a Board or Commission to solicit, demand, accept or agree to accept from another Person, a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or Purchase Order, or to any solicitation or proposal therefore.

32.3. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for any payment, Gratuity, or offer of employment to be made as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime Consultant or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.

32.4. The value of anything transferred or received in violation of the City's Charter, Code of Ordinances, and/or regulations promulgated there under, by any Person subject to said Charter and/or Ordinances may be recovered by the City.

32.5. Upon a showing that a subcontractor made a kickback to the City, a prime Consultant or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

32.6. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this subsection 32.6, the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this subsection 32.6 shall not apply to full-time Employees

who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.

32.7. The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has **(i)** delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owned to the City; **(ii)** filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; **(iii)** delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and **(iv)** filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 32.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

32.8. The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 32.1-32.7.

32.9. The Consultant is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, all relevant provisions of the City's Charter and all relevant provisions of the City's Code of Ordinances, including without limitation Chapters 93, titled "Discriminatory Practices", Chapter 38 titled "Centralized Procurement System", and Chapter 39 titled "Ethics and Conflict of Interest", of said Code as may be amended from time to time.

32.10. The Consultant hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet 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"].

32.11. The Consultant is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, the City's Ordinance Sections 34.15 through 34.99 entitled, "Ordinance Concerning the Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects" and the State of Connecticut Legislature's Special Act No. 01-1.

32.12. Every Person who conducts business with, contracts, with or provides commodities or services to the City, is charged with notice of the extent of the powers and

authority, and the limitations thereon, of the Public Officials and Employees of the City, as set forth in the charter of the City, the Code of Ordinances and any Regulations or Policies pertaining thereto. In particular, and without implying any limitation as to its applicability, it applies to all Persons who participate in the procedures pertaining to the Centralized Procurement System as set forth in Chapter 38, and the Ethics and Conflict of Interest provisions set forth in Chapter 39 of the Code of Ordinances.

32.13. INTEREST OF CITY OFFICIALS. No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains shall have any personal interest, direct or indirect, in this Contract.

32.14. PROHIBITION AGAINST CONTINGENCY FEES. The Consultant hereby represents that it has not retained anyone to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage or contingency fee.

32.15. FREEDOM OF INFORMATION ACT NOTICE. Pursuant to State statute, in the event the total compensation payable to the Consultant set forth in Section 6 herein is greater than $2,500,000.00, the City is entitled to receive a copy of any and all Consultant records and files related to the performance of this Contract and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

(signature page follows)

IN WITNESS WHEREOF, the parties hereto execute this Contract on the dates signed below.

WITNESSES:

Sign:_____
Print name:

Sign:_____
Print name:

CITY OF WATERBURY

By:_____
Paul K. Pernerewski, Jr.
Mayor

Date: _____

WITNESSES:

Sign:_____
Print name:

Sign:_____
Print name:

V N ENGINEERS, INC.

By:_____
Print name:
Its _____

Date: _____

ATTACHMENT A

Attachment A shall consist of the following, which are attached hereto, are acknowledged by the Consultant as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

1.1.1 The City's **RFQ No**. **8132** for **ENGINEERING ON-CALL SERVICES 2025 THROUGH 2027** (incorporated by reference);

1.1.2 **Addenda #1** to the City's **RFQ No. 8132**, dated October 23, 2024 and consisting of 8 pages (attached hereto);

1.1.3 The Consultant's Qualifications submitted in response to the City's **RFQ No. 8132**, dated October 29, 2024 and consisting of 105 pages (incorporated by reference), and the Consultant's completed ATTACHMENT E – COST INFORMATION SCHEDULE (18 page "Cost Information Schedule Packet") (attached hereto);

1.1.4 Consultant's Certificate(s) of Insurance (attached hereto);

1.1.5 All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference);

1.1.6 All permits and licenses (incorporated by reference); and

1.1.7 Any and all amendment(s) and Change Orders issued by the City after execution of Agreement (incorporated by reference).

MAURENN McCAULEY
ASSISTANT DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

October 23, 2024

RFQ 8132 Engineering On Call Services 2025-2027

Please Be Advised:

1. All Respondents are hereby notified that this Addendum No. 1 shall be part of the Contract Documents for the above referenced **RFQ #8132**.
2. This Addendum amends or supplements the RFP Documents. All provisions which are not so amended or supplemented remain in full force and effect.
3. Each Respondent shall be responsible for determining that it has received all Addenda issued and shall acknowledge receipt of all Addenda on the Addendum Acknowledgment Form (see Attachment C). Failure to do so may subject the Respondent to disqualification.

The RFQ Documents are hereby amended as follows:

Amendments to RFQ Documents:

1) Attachment D (Discipline List, BFO Information and MBE, DBE, WBE, SBE Status) – Delete Page 1 of 7 of Attachment D and replace with the attached "Attachment D, Page 1 of 7, Rev. - Addendum #1 – 10/23/2024."

2) Attachment E (Cost Information Schedule). Delete Page 1 of 6 of Attachment E and replace with the attached "Attachment E, Page 1 of 6, Rev. - Addendum #1 – 10/23/2024."

3) RFQ Subsection 2, Insurance Requirements, of Section B, Qualifications is deleted in its entirety and replaced by the one (1) page document attached hereto, entitled "**REQUEST FOR QUALIFICATIONS (RFQ # 8132) BY THE CITY OF WATERBURY FOR ENGINEERING ON-CALL SERVICES 2025 THROUGH 2027 Insurance Requirements.**"
Note: At time of contracting, the language in said attachment will be incorporated into the final Master Contracts.

4) Regarding information to be provided pursuant to RFQ Section H, Submittal Requirements & Required Format, any requests therein for information that is also required by SF330 need not be submitted, provided it is included in completed SF330 form.

235 GRAND STREET • WATERBURY, CONNECTICUT 06702 • PHONE: (203) 574-6749 • FAX: (203) 597-3437

<u>Clarifications</u>:

Notwithstanding statements to the contrary in the RFQ, one original (clearly identified as such) seven (7) paper copies of your firm's Response to RFQ are required. Qualifications submitted in response to this RFQ must include a letter of interest, together with general information on the firm and proposed sub consultants, the firm's brochure, current Federal Form SF330, experience of the firms, and resumes of key personnel as well as all other requested information / documentation, including Attachment D (Discipline List, BFO Information and MBE, DBE, WBE, SBE Status).

One original hard copy of Attachment E (Cost Information Schedule) shall be submitted in a separate, sealed envelope marked "Confidential: Attachment E (Cost Information Schedule).

Additionally, submit a portable memory device (flash drive) containing: a) Firm's Response to the RFQ (as one PDF) and b) a PDF of Firm's Attachment E (Cost Information Schedule).

Please refer to the questions and answers below.

Question: My company is very interested in participating as a Sub-Consultant. Where can I get the list of companies participating in this proposal?
Answer: No list exists, and thus, cannot be provided.

Question: Can the City clarify the scopes needed for Master Planning?
Answer:

1. Engage Stakeholders: Involve the community or relevant stakeholders to gather input and ensure their needs and aspirations are considered in the planning process. Experience in community outreach techniques and conducting successful Public Information Meetings and hearings.
2. Gather and Analyze Data: Collect data on current conditions, trends, and future projections. This could include demographic information, economic data, and environmental assessments.
3. Identify Goals and Objectives: Clearly define what City wants to achieve. This could be improving infrastructure, enhancing community services, neighborhood redevelopment or setting milestones. Planning can be for facilities, parks, sanitation, health initiatives, public buildings, transportation design, needs assessments, plans of conservation and development, etc…
4. Develop Strategies: Outline the steps needed to achieve City goals. This might include specific projects or phases, policy changes, or new initiatives.
5. Create an Implementation Plan: Detail how the strategies will be put into action, including timelines, responsible parties, and required resources.
6. Funding: Identify and assist or apply for funding using existing programs available.

7. Monitor and Adjust: Regularly review progress and make adjustments as needed to stay on track and address any emerging challenges.

Question: The City has requested a SF330 form for qualifications. A standard 330 form limits the submitter to only 10 projects. Would we be able to provide more than 10 projects for our firm in the SF330 format?
Answer: Yes – they should be applicable to the disciplines being submitted on (see additional related questions below).

Question: Under Section H, Submittal Requirements & Required Format, consultants are noted to provide seven (7) paper copies of our response. One needs to be clearly marked as an original. Is the original copy included in the seven (7) copies, or should we include the original and seven (7) copies in addition?
Answer: See "Amendments to RFQ Documents" above.

Question: Under section H. Submittal Requirements & Required Format, consultants are noted to provide seven (7) paper copies of our response. However, under no. 4, section H mentions including a USB drive in our submittal requirements. Is this USB drive specifically for the response to ' Cost Information Schedule/ Discipline List/BFO Information?
Answer: See "Amendments to RFQ Documents" above.

Question: For the separate Attachment submissions, do you expect 7 hard copies and 1 file uploaded to USB for strictly the Attachments? Or are the one (1) original, 7 paper copies including the full proposal, the attachments, and the USB? Please clarify the two separate submission processes.
Answer: See "Amendments to RFQ Documents" above.

Question: Under section H. Submittal Requirements & Required Format, Question 2, part b, Summary of Relevant Experience. We are requested to provide all our completed relevant projects that fall within the last five (5) years. Our office is one of many across the United States, specifically in the Northeast. Is this requesting projects only from our office in Connecticut office team or our company as a whole?
Answer: Provide at least 5 relevant projects. Your discretion whether or not projects are just from Connecticut office or from entire organization keeping in mind that the work will be done in the City and firm(s) selected to be based upon responsiveness.

Question: This solicitation is for On-Call Engineering but has a fee schedule that includes Architecture. Can an Architecture firm submit a fee schedule for Architectural Services only, without Engineering sub-contractors?
Answer: Yes.

Question: Please clarify that the submission for this On-Call includes one (1) full SF330 with all disciplines our firm is submitting under identified, rather than a categorical based submission.
Answer: One full SF 330.

Question: How many total projects is The City looking for? SF330 format calls for ten (10) total projects. Would this be ten (10) projects per discipline, or ten (10) projects total?
Answer: Can be up to ten per discipline submitted on.

Question: Given this RFQ was released on 10/8/2024, would it be possible to request an extension?
Answer: No; for various reasons, requests for extensions of time will not be considered.

Question: Attachment D, which lists the disciplines selected by the consultant, is to be included in a separate envelope. Since that attachment is to be opened after the QBS process, do we also identify our selected disciplines within the text of our submittal?
Answer: No need to identify selected disciplines within the text of our submittal. Attachment D shall not be submitted in the separate, sealed envelope. It shall now be submitted as part of the Firms response to the RFQ. (Only Attachment E [Cost Information Schedule] shall be submitted in a separate, sealed envelope marked "Confidential: Attachment E (Cost Information Schedule).

Question: During our review of the RFQ we noted that certain portions of the insurance requirements are not applicable to consulting services, including Builders Risk/Installation Floater Insurance and Contractor's Pollution Liability Insurance. Please let us know if these policies will be required as they are not traditionally held by consulting firms.
Answer:

Question: Relative to the City's standard agreement language, including Exhibits B1 and B2, would the City be amenable to negotiating mutually acceptable and insurable terms? Proposed modification would be provided as an appendix to the proposal response within the allowance noted in the exceptions and alternatives section of the RFQ.
Answer: Pursuant to Section H. Submittal Requirements & Required Format, Paragraph 6, Exceptions and Alternatives, Respondents may take exceptions to any requirement in the RFQ and/or offer alternatives to any provision thereof (including the attached City Contract form(s)); however, such exceptions or alternates cannot, in the sole discretion of the City, materially affect the substance of the RFQ or the provisions of the attached Contracts.

Further, the taking any exception or proposing any alternative is of not binding on the City, legally or otherwise, and in no way gives rise to any contractual relationship or rights, express or implied, between the City and the Respondent.

Lastly, while negotiations are permissible for contract provisions that are non-material in nature, please be advised that contract language pertaining to damages, insurance and/or indemnification is non-negotiable.

Thank you.

Maureen McCauley

Assistant Director of Purchasing – City of Waterbury

RFQ #8132 - ENGINEERING ON CALL SERVICES 2025 THROUGH 2027

ATTACHMENT D – DISCIPLINE LIST, BFO Information * And MBE, DBE, WBE, SBE STATUS**

NOTE: Attachment D shall be submitted as part of Firm's Repsonse to the RFQ. (Attachment D shall not be submitted in the separate, sealed envelope).

Submitted By: _____
(Print Firm Name)

Firm shall specify which disciplines they are submitting qualifications and provide BFO Information for each discipline selected.

* NOTE: If you have different BFO rates for various disciplines within your Firm, please provide this information, by discipline, where indicated below.

**NOTE: Provide MBE/DBE/WBE/SBE status and certification/documentation of same.

Additionally, on attached sheet(s), clearly identify any subconsultants/subcontractors, if known, and provided requested information.

Discipline	Check each discipline qualifications are being submitted	Indicate MBE, DBE, WBE, SBE Status and Ownership Percentage	BFO Information By Discipline (for 2025)	BFO Information By Discipline (for 2026)	BFO Information By Discipline (for 2027)
Roadway Engineering Design / Reconstruction	_____	_____	_____	_____	_____
Mechanical Engineering/Heating, Ventilation and Air Conditioning Engineering/Testing/ Adjusting/Balancing/Commissioning	_____	_____	_____	_____	_____
Electrical Engineering	_____	_____	_____	_____	_____

ATTACHMENT E – COST INFORMATION SCHEDULE

NOTE: An original hard copy of Attachment E shall be submitted in a separate, sealed envelope marked "Confidential: Cost Information Schedule."

Submitted By: _____
(Print Firm Name)

For Calendar Year(s): (check applicable*)

- ˇ 2025 – 2027, inclusive
- ˇ 2025
- ˇ 2026
- ˇ 2027

* Check applicable box(es) to indicate if providing cost information for entire 3-year initial Term, or for individual calendar years. If providing cost information for individual years, for each calendar year: a) make a copy of Attachment E, and b) check the appropriate box.

I. Respondents must provide pricing/rates in Attachment E for the services it seeks to provide under this RFQ.

Title/ Class	Job Description / Tasks	Straight Time	Overtime
Professional Engineer (Project) (Specialties include: civil, electrical, mechanical, structural, environmental, geotechnical, wastewater, landfill etc.).	Holds a bachelor's degree or higher in relevant engineering discipline. Licensed for this occupation by the CT Department of Consumer Protection. Designs and oversees construction of systems. Affixes professional engineer seal to documents when required. Specify minimum _____ years of experience and specialty.	$ _____	$ _____
Professional Engineer (Senior) (Specialties include: civil, electrical, mechanical, structural, environmental, geotechnical, wastewater, landfill etc.).	See Professional Engineer. Specify minimum _____ years of experience and specialty.	$ _____	$ _____

REQUEST FOR QUALIFICATIONS (RFQ # 8132)
BY
THE CITY OF WATERBURY
FOR
ENGINEERING ON-CALL SERVICES
2025 THROUGH 2027
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 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 coverage altered, 30 days written notice must be given to the City of Waterbury and the Waterbury Board of Education.

General Liability:	**$1,000,000 each Occurrence** **$2,000,000 General Aggregate** **$2,000,000 Products/ Completed Operations Aggregate**
Auto Liability:	**$1,000,000 Combined Single Limit each Accident** **Any Auto, All Owned and Hired Autos**
Workers Compensation:	**WC Statutory Limits** **Employer Liability (EL)** **$1,000,000 EL each Accident** **$1,000,000 EL Disease each Employee** **$1,000,000 EL Disease Policy Limits**
Excess/Umbrella Liability:	**$1,000,000 each Occurrence** **$1,000,000 Aggregate**
Professional Liability/E&O:	**$1,000,000 each Wrongful Act** **$1,000,000 Aggregate**

Additionally, for services that may involve Contaminated and/or Hazardous Substances, consultant shall also provide the following:

Contractor's Pollution Liability Insurance: **$1,000,000 each Occurrence**
$1,000,000 Aggregate
There will be no exclusion for Hazardous Materials, including Asbestos and Lead

Wording for Additional Insured Endorsement and Waiver of Subrogation:
The City 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.

ATTACHMENT E – COST INFORMATION SCHEDULE

NOTE: An original hard copy of Attachment E shall be submitted in a separate, sealed envelope marked "Confidential: Cost Information Schedule."

Submitted By: VN Engineers, Inc.
(Print Firm Name)

For Calendar Year(s): (check applicable*)

- ˜ 2025 – 2027, inclusive
- X 2025
- ˜ 2026
- ˜ 2027

* Check applicable box(es) to indicate if providing cost information for entire 3-year initial Term, or for individual calendar years. If providing cost information for individual years, for each calendar year: a) make a copy of Attachment E, and b) check the appropriate box.

I. Respondents must provide pricing/rates in Attachment E for the services it seeks to provide under this RFQ.

Title/ Class	Job Description / Tasks	Straight Time	Overtime
Professional Engineer (Project) (Specialties include: civil, electrical, mechanical, structural, environmental, geotechnical, wastewater, landfill etc.).	Holds a bachelor's degree or higher in relevant engineering discipline. Licensed for this occupation by the CT Department of Consumer Protection. Designs and oversees construction of systems. Affixes professional engineer seal to documents when required. Specify minimum 30 years of experience and specialty.	$ 102.00	$ 102.00
Professional Engineer (Senior) (Specialties include: civil, electrical, mechanical, structural, environmental, geotechnical, wastewater, landfill etc.).	See Professional Engineer. Specify minimum 20 years of experience and specialty.	$ 86.00	$ 86.00

ATTACHMENT E – COST INFORMATION SCHEDULE

City of Waterbury

Engineer (Project) (Specialties include: civil, electrical, mechanical, structural, chemical, environmental, geotechnical, wastewater, landfill etc.).	Holds a bachelor's degree or higher in civil, mechanical, electrical, structural engineering or other relevant engineering discipline. Performs engineering tasks and analysis related to site investigation and designs projects, oversees construction of projects, etc. Specify minimum 5 years of experience and specialty.	$ 54.00	$ 54.00
Engineer (Senior) (Specialties include: civil, electrical, mechanical, structural, chemical, environmental, geotechnical, wastewater, landfill etc.).	See Engineer. Specify minimum 20 years of experience and specialty.	$ 102.00	$ 102.00
Cartographer/GIS Specialist	Prepares maps on topography, etc. to be digitized. Designs and draws original maps of cities and regions. Adapts existing maps. Uses geographic information systems and global positioning system to prepare maps of topography. Analyzes spatial and environmental data. Specify minimum_____ years of experience and specialty.	$	$
Draftsperson	Draws site plans, layouts, and detailed drawings on CAD System. Specify minimum 1 years of experience and specialty.	$ 30.00	$ 30.00
Senior Field Technician	Collects samples for material testing, performs field material testing provides field support, uses, maintains and deploys equipment. Specify minimum _____ years of experience and specialty.	$	$
Field Technician	Collects samples for material testing, performs field material testing, provides field support, uses, maintains and deploys equipment. Specify minimum _____ years of experience and specialty.	$	$
Licensed Surveyor	Licensed for this professional title by the CT Department of Consumer Protection. Specify minimum _____ years of experience and specialty.	$	$
Licensed Environmental Professional	Has engineering, geology or hydrogeology training and is licensed by the state of Connecticut for this professional title. Specify minimum _____ years of experience and specialty.	$	$
Wetland/Soil Scientist project	Holds a bachelor's or higher degree in soil science, geology, earth science, biology, botany or other relevant discipline plus specialized training and experience in wetland evaluation or soil science. Delineates wetlands using recognized Federal or state methodologies. Interprets and evaluates soil types. Classifies soil samples and evaluates effects of contaminants on wetlands and related animal and plant communities. Specify minimum _____ years of experience and specialty.	$	$
Architect	Holds a bachelor's degree or higher. Licensed for this professional title by the CT Department of Consumer Protection. Specify minimum _____ years of experience and specialty.	$	$

ATTACHMENT E – COST INFORMATION SCHEDULE

City of Waterbury

Landscape Architect	Holds a bachelor's degree or higher. Licensed by the CT Department of Consumer Protection. Specify minimum _____ years of experience and specialty.	$ _____	$ _____
Construction Inspector (Senior)	ACI and NICET certified or Professional Engineer, Specify minimum 4 years of experience and specialty.	$ 63.50	$ 95.25
Construction Inspector (Staff)	ACI and NICET certified Specify minimum 1 years of experience and specialty.	$ 45.00	$ 67.50
Project Manager	Oversees and coordinates projects from an administrative and operations standpoint. Initial contact at site for projects. City liaison. Specify minimum _____ years of experience and specialty.	$ _____	$ _____
Clerical Staff	Uses computers, typewriters and other office equipment to provide clerical and logistical support to project. May type reports, correspondence and other written material. May prepare bills, invoices, and related documents. Specify minimum _____ years of experience and specialty.	$ _____	$ _____
2 Man Survey Crew	Survey Crew consists of a party Chief with a minimum of ____ years of experience and a Rod Man with a minimum of 6 months experience,	$ _____	$ _____
3 Man Survey Crew	Survey Crew consists of a party Chief with an minimum of Four year's experience, Instrument man with a minimum of two years' experience and a Rod Man with a minimum of 6 months experience,	$ _____	$ _____

II. Respondents may provide additional job classes/titles below. These additional proposed job classes/titles may be considered if in the best interest of the City.

Title/ Class	Job Description / Tasks	Straight Time	Overtime
Chief Inspector	Specify minimum 6 years of experience and specialty. with a PE, CCM, or EIT	$ 75.00	$ 112.50
Chief Inspector	Specify minimum 10 years of experience and specialty. with a NICET IV or Relevant Trade License	$ 75.00	$ 112.50
_____	Specify minimum _____ years of experience and specialty. _____	$ _____	$ _____
_____	Specify minimum _____ years of experience and specialty. _____	$ _____	$ _____

_____	Specify minimum _____ years of experience and specialty. _____	$ _____	$ _____
_____	Specify minimum _____ years of experience and specialty. _____	$ _____	$ _____

III. Respondents may provide pricing in Attachment D for the direct expense services it seeks to provide under this RFQ.

Item No.	Direct Expense Services	Unit of Measure	Rate Per Unit
1	Printing Greater than 11" X 17"	S.F.	$ _____
2	Color Printing and photocopies (Up to 11"x17")	Each.	$ _____
3	Large Format Monochrome Printing and Plotting (sheet sizes greater than 11"x17")	S.F.	$ _____
4	Large Format Color Plotting (sheet sizes >11"x17")	S.F.	$ _____
5	Large Format Mylar Plotting	S.F.	$ _____
6	Electronic Scanning	S.F.	$ _____
7	In-house Printing and photocopies up to 11 X 17"	Each	$ _____
8	Blackline prints	Cost	Cost + ____%
9	Plotting & printing charges (outside vendors)	Cost	Cost + ____%
10	Regular Mail, Express or certified postage charges	Per item	Cost + ____%
11	Other project-related reimbursable expenses	Cost	Cost + ____%

12	Reproduction Costs	Per page	Cost + ____%
13	Borings and test pits for subsurface investigation	At cost	Cost + ____%
14	Outside Services (subconsultant/laboratory)	At Cost	Cost + ____%

IV. Other Rates

Item No.	Description	Unit of Measure	Rate Per Unit
15	Mileage	Mile	IRS Rate + ___ %

NOTES:

1. All job classes noted above shall include the required modern equipment associated with the classification. For example, the hourly rate for a Licensed Surveyor or Draftsperson shall include the electronic surveying/drafting equipment respectively, software, equipment hourly operating costs, personnel protective equipment and other normal associated tools of the trade or profession.

2. NOTE: Rates/pricing provided above shall be either for the initial 3-year Term of the contract or for individual calendar years. No rate escalation is permitted. After the initial three (3) year Term, rate increases shall be requested in writing by the Firm and subject to negotiation, at the sole option of the City, on a yearly basis, for each of the two (2) one-year extensions.

3. All job classes and rates include the consultant providing the City of Waterbury with electronic files of all work product in the form of a PDF and the format of the original software used to create the work product; however, all AutoCAD submissions to City shall be in the version required by the City's Engineering Department.

4. Straight time is defined as any contiguous 8 Hour period during any 2 calendar days.

5. Overtime is defined as any working time over contiguous period over 8 Hours during any 2 calendar days.

6. Response to Unscheduled or emergency calls outside of normal work day of 7AM to 5 PM will be paid for at the hourly rate for Overtime.

7. Respondents are not required to provide rates for all "Title/Class" listed, but only for those applicable to selected disciplines.

8. Where required, Consultant shall provide project cost estimating, and development of contract documents and specifications, based on City the City's standard documents and required formats.

END OF SECTION

ATTACHMENT E – COST INFORMATION SCHEDULE

NOTE: An original hard copy of Attachment E shall be submitted in a separate, sealed envelope marked "Confidential: Cost Information Schedule."

Submitted By: VN Engineers, Inc.
(Print Firm Name)

For Calendar Year(s): (check applicable*)

- ˜ 2025 – 2027, inclusive
- ˜ 2025
- X 2026
- ˜ 2027

* Check applicable box(es) to indicate if providing cost information for entire 3-year initial Term, or for individual calendar years. If providing cost information for individual years, for each calendar year: a) make a copy of Attachment E, and b) check the appropriate box.

I. Respondents must provide pricing/rates in Attachment E for the services it seeks to provide under this RFQ.

Title/ Class	Job Description / Tasks	Straight Time	Overtime
Professional Engineer (Project) (Specialties include: civil, electrical, mechanical, structural, environmental, geotechnical, wastewater, landfill etc.).	Holds a bachelor's degree or higher in relevant engineering discipline. Licensed for this occupation by the CT Department of Consumer Protection. Designs and oversees construction of systems. Affixes professional engineer seal to documents when required. Specify minimum 30 years of experience and specialty.	$ 105.00	$ 105.00
Professional Engineer (Senior) (Specialties include: civil, electrical, mechanical, structural, environmental, geotechnical, wastewater, landfill etc.).	See Professional Engineer. Specify minimum 20 years of experience and specialty.	$ 90.00	$ 90.00

ATTACHMENT E – COST INFORMATION SCHEDULE

City of Waterbury

Engineer (Project) (Specialties include: civil, electrical, mechanical, structural, chemical, environmental, geotechnical, wastewater, landfill etc.).	Holds a bachelor's degree or higher in civil, mechanical, electrical, structural engineering or other relevant engineering discipline. Performs engineering tasks and analysis related to site investigation and designs projects, oversees construction of projects, etc. Specify minimum 5 years of experience and specialty.	$ 56.00	$ 56.00
Engineer (Senior) (Specialties include: civil, electrical, mechanical, structural, chemical, environmental, geotechnical, wastewater, landfill etc.).	See Engineer. Specify minimum 20 years of experience and specialty.	$ 74.00	$ 74.00
Cartographer/GIS Specialist	Prepares maps on topography, etc. to be digitized. Designs and draws original maps of cities and regions. Adapts existing maps. Uses geographic information systems and global positioning system to prepare maps of topography. Analyzes spatial and environmental data. Specify minimum_____ years of experience and specialty.	$	$
Draftsperson	Draws site plans, layouts, and detailed drawings on CAD System. Specify minimum 1 years of experience and specialty.	$ 33.00	$ 33.00
Senior Field Technician	Collects samples for material testing, performs field material testing provides field support, uses, maintains and deploys equipment. Specify minimum _____ years of experience and specialty.	$	$
Field Technician	Collects samples for material testing, performs field material testing, provides field support, uses, maintains and deploys equipment. Specify minimum _____ years of experience and specialty.	$	$
Licensed Surveyor	Licensed for this professional title by the CT Department of Consumer Protection. Specify minimum _____ years of experience and specialty.	$	$
Licensed Environmental Professional	Has engineering, geology or hydrogeology training and is licensed by the state of Connecticut for this professional title. Specify minimum _____ years of experience and specialty.	$	$
Wetland/Soil Scientist project	Holds a bachelor's or higher degree in soil science, geology, earth science, biology, botany or other relevant discipline plus specialized training and experience in wetland evaluation or soil science. Delineates wetlands using recognized Federal or state methodologies. Interprets and evaluates soil types. Classifies soil samples and evaluates effects of contaminants on wetlands and related animal and plant communities. Specify minimum _____ years of experience and specialty.	$	$
Architect	Holds a bachelor's degree or higher. Licensed for this professional title by the CT Department of Consumer Protection. Specify minimum _____ years of experience and specialty.	$	$

Landscape Architect	Holds a bachelor's degree or higher. Licensed by the CT Department of Consumer Protection. Specify minimum _____ years of experience and specialty.	$ _____	$ _____
Construction Inspector (Senior)	ACI and NICET certified or Professional Engineer, Specify minimum 4 years of experience and specialty.	$ 66.04	$ 99.06
Construction Inspector (Staff)	ACI and NICET certified Specify minimum 1 years of experience and specialty.	$ 46.80	$ 70.20
Project Manager	Oversees and coordinates projects from an administrative and operations standpoint. Initial contact at site for projects. City liaison. Specify minimum _____ years of experience and specialty.	$ _____	$ _____
Clerical Staff	Uses computers, typewriters and other office equipment to provide clerical and logistical support to project. May type reports, correspondence and other written material. May prepare bills, invoices, and related documents. Specify minimum _____ years of experience and specialty.	$ _____	$ _____
2 Man Survey Crew	Survey Crew consists of a party Chief with a minimum of ____ years of experience and a Rod Man with a minimum of 6 months experience,	$ _____	$ _____
3 Man Survey Crew	Survey Crew consists of a party Chief with an minimum of Four year's experience, Instrument man with a minimum of two years' experience and a Rod Man with a minimum of 6 months experience,	$ _____	$ _____

II. Respondents may provide additional job classes/titles below. These additional proposed job classes/titles may be considered if in the best interest of the City.

Title/ Class	Job Description / Tasks	Straight Time	Overtime
Chief Inspector	Specify minimum 6 years of experience and specialty. with a PE, CCM, or EIT	$ 78.00	$ 117.00
Chief Inspector	Specify minimum 10 years of experience and specialty. with a NICET IV or Relevant Trade License	$ 78.00	$ 117.00
_____	Specify minimum _____ years of experience and specialty. _____	$ _____	$ _____
_____	Specify minimum _____ years of experience and specialty. _____	$ _____	$ _____

_____	Specify minimum _____ years of experience and specialty. _____	$ _____	$ _____
_____	Specify minimum _____ years of experience and specialty. _____	$ _____	$ _____

III. Respondents may provide pricing in Attachment D for the direct expense services it seeks to provide under this RFQ.

Item No.	Direct Expense Services	Unit of Measure	Rate Per Unit
1	Printing Greater than 11" X 17"	S.F.	$ _____
2	Color Printing and photocopies (Up to 11"x17")	Each.	$ _____
3	Large Format Monochrome Printing and Plotting (sheet sizes greater than 11"x17")	S.F.	$ _____
4	Large Format Color Plotting (sheet sizes >11"x17")	S.F.	$ _____
5	Large Format Mylar Plotting	S.F.	$ _____
6	Electronic Scanning	S.F.	$ _____
7	In-house Printing and photocopies up to 11 X 17"	Each	$ _____
8	Blackline prints	Cost	Cost + ____%
9	Plotting & printing charges (outside vendors)	Cost	Cost + ____%
10	Regular Mail, Express or certified postage charges	Per item	Cost + ____%
11	Other project-related reimbursable expenses	Cost	Cost + ____%

12	Reproduction Costs	Per page	Cost + ____%
13	Borings and test pits for subsurface investigation	At cost	Cost + ____%
14	Outside Services (subconsultant/laboratory)	At Cost	Cost + ____%

IV. Other Rates

Item No.	Description	Unit of Measure	Rate Per Unit
15	Mileage	Mile	IRS Rate + ___ %

NOTES:

1. All job classes noted above shall include the required modern equipment associated with the classification. For example, the hourly rate for a Licensed Surveyor or Draftsperson shall include the electronic surveying/drafting equipment respectively, software, equipment hourly operating costs, personnel protective equipment and other normal associated tools of the trade or profession.

2. NOTE: Rates/pricing provided above shall be either for the initial 3-year Term of the contract or for individual calendar years. No rate escalation is permitted. After the initial three (3) year Term, rate increases shall be requested in writing by the Firm and subject to negotiation, at the sole option of the City, on a yearly basis, for each of the two (2) one-year extensions.

3. All job classes and rates include the consultant providing the City of Waterbury with electronic files of all work product in the form of a PDF and the format of the original software used to create the work product; however, all AutoCAD submissions to City shall be in the version required by the City's Engineering Department.

4. Straight time is defined as any contiguous 8 Hour period during any 2 calendar days.

5. Overtime is defined as any working time over contiguous period over 8 Hours during any 2 calendar days.

6. Response to Unscheduled or emergency calls outside of normal work day of 7AM to 5 PM will be paid for at the hourly rate for Overtime.

7. Respondents are not required to provide rates for all "Title/Class" listed, but only for those applicable to selected disciplines.

8. Where required, Consultant shall provide project cost estimating, and development of contract documents and specifications, based on City the City's standard documents and required formats.

END OF SECTION

ATTACHMENT E – COST INFORMATION SCHEDULE

NOTE: An original hard copy of Attachment E shall be submitted in a separate, sealed envelope marked "Confidential: Cost Information Schedule."

Submitted By: VN Engineers, Inc.
(Print Firm Name)

For Calendar Year(s): (check applicable*)

- ˜ 2025 – 2027, inclusive
- ˜ 2025
- ˜ 2026
- X 2027

* Check applicable box(es) to indicate if providing cost information for entire 3-year initial Term, or for individual calendar years. If providing cost information for individual years, for each calendar year: a) make a copy of Attachment E, and b) check the appropriate box.

I. Respondents must provide pricing/rates in Attachment E for the services it seeks to provide under this RFQ.

Title/ Class	Job Description / Tasks	Straight Time	Overtime
Professional Engineer (Project) (Specialties include: civil, electrical, mechanical, structural, environmental, geotechnical, wastewater, landfill etc.).	Holds a bachelor's degree or higher in relevant engineering discipline. Licensed for this occupation by the CT Department of Consumer Protection. Designs and oversees construction of systems. Affixes professional engineer seal to documents when required. Specify minimum 30 years of experience and specialty.	$ 110.00	$ 110.00
Professional Engineer (Senior) (Specialties include: civil, electrical, mechanical, structural, environmental, geotechnical, wastewater, landfill etc.).	See Professional Engineer. Specify minimum 20 years of experience and specialty.	$ 94.00	$ 94.00

ATTACHMENT E – COST INFORMATION SCHEDULE

City of Waterbury

Engineer (Project) (Specialties include: civil, electrical, mechanical, structural, chemical, environmental, geotechnical, wastewater, landfill etc.).	Holds a bachelor's degree or higher in civil, mechanical, electrical, structural engineering or other relevant engineering discipline. Performs engineering tasks and analysis related to site investigation and designs projects, oversees construction of projects, etc. Specify minimum 5 years of experience and specialty.	$ 59.00	$ 59.00
Engineer (Senior) (Specialties include: civil, electrical, mechanical, structural, chemical, environmental, geotechnical, wastewater, landfill etc.).	See Engineer. Specify minimum 20 years of experience and specialty.	$ 77.00	$ 77.00
Cartographer/GIS Specialist	Prepares maps on topography, etc. to be digitized. Designs and draws original maps of cities and regions. Adapts existing maps. Uses geographic information systems and global positioning system to prepare maps of topography. Analyzes spatial and environmental data. Specify minimum_____ years of experience and specialty.	$	$
Draftsperson	Draws site plans, layouts, and detailed drawings on CAD System. Specify minimum 1 years of experience and specialty.	$ 35.00	$ 35.00
Senior Field Technician	Collects samples for material testing, performs field material testing provides field support, uses, maintains and deploys equipment. Specify minimum _____ years of experience and specialty.	$	$
Field Technician	Collects samples for material testing, performs field material testing, provides field support, uses, maintains and deploys equipment. Specify minimum _____ years of experience and specialty.	$	$
Licensed Surveyor	Licensed for this professional title by the CT Department of Consumer Protection. Specify minimum _____ years of experience and specialty.	$	$
Licensed Environmental Professional	Has engineering, geology or hydrogeology training and is licensed by the state of Connecticut for this professional title. Specify minimum _____ years of experience and specialty.	$	$
Wetland/Soil Scientist project	Holds a bachelor's or higher degree in soil science, geology, earth science, biology, botany or other relevant discipline plus specialized training and experience in wetland evaluation or soil science. Delineates wetlands using recognized Federal or state methodologies. Interprets and evaluates soil types. Classifies soil samples and evaluates effects of contaminants on wetlands and related animal and plant communities. Specify minimum _____ years of experience and specialty.	$	$
Architect	Holds a bachelor's degree or higher. Licensed for this professional title by the CT Department of Consumer Protection. Specify minimum _____ years of experience and specialty.	$	$

Landscape Architect	Holds a bachelor's degree or higher. Licensed by the CT Department of Consumer Protection. Specify minimum _____ years of experience and specialty.	$ _____	$ _____
Construction Inspector (Senior)	ACI and NICET certified or Professional Engineer, Specify minimum 4 years of experience and specialty.	$ 68.68	$ 103.02
Construction Inspector (Staff)	ACI and NICET certified Specify minimum 1 years of experience and specialty.	$ 48.67	$ 73.00
Project Manager	Oversees and coordinates projects from an administrative and operations standpoint. Initial contact at site for projects. City liaison. Specify minimum _____ years of experience and specialty.	$ _____	$ _____
Clerical Staff	Uses computers, typewriters and other office equipment to provide clerical and logistical support to project. May type reports, correspondence and other written material. May prepare bills, invoices, and related documents. Specify minimum _____ years of experience and specialty.	$ _____	$ _____
2 Man Survey Crew	Survey Crew consists of a party Chief with a minimum of ____ years of experience and a Rod Man with a minimum of 6 months experience,	$ _____	$ _____
3 Man Survey Crew	Survey Crew consists of a party Chief with an minimum of Four year's experience, Instrument man with a minimum of two years' experience and a Rod Man with a minimum of 6 months experience,	$ _____	$ _____

II. Respondents may provide additional job classes/titles below. These additional proposed job classes/titles may be considered if in the best interest of the City.

Title/ Class	Job Description / Tasks	Straight Time	Overtime
Chief Inspector	Specify minimum 6 years of experience and specialty. with a PE, CCM, or EIT	$ 78.00	$ 117.00
Chief Inspector	Specify minimum 10 years of experience and specialty. with a NICET IV or Relevant Trade License	$ 78.00	$ 117.00
_____	Specify minimum _____ years of experience and specialty. _____	$ _____	$ _____
_____	Specify minimum _____ years of experience and specialty. _____	$ _____	$ _____

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END OF SECTION

https://drive.google.com/drive/folders/1R5hSGADlwO56NYkfw1RWXdddgV9RluR4?usp=sharing

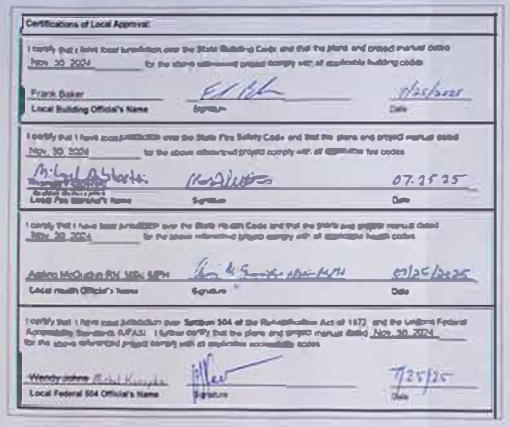
#16

PARTIAL ROOF REPLACEMENT
FOR
BERGIN EDUCTAION COMPLEX

300 PIERPOINT STREET
WATERBURY, CT

PREPARED FOR THE

CITY OF WATERBURY, CT


Certifications of Local Approval:

I certify that I have local jurisdiction over the State Building Code and that the plans and project manual dated Nov. 30, 2024 for the above referenced project comply with all applicable building codes

Frank Baker — Local Building Official's Name — Signature — Date

I certify that I have jurisdiction over the State Fire Safety Code and that the plans and project manual dated Nov. 30, 2024 for the above referenced project comply with all applicable fire codes

Local Fire Official's Name — Signature — 07.25.25

I certify that I have local jurisdiction over the State Health Code and that the plans and project manual dated Nov. 30, 2024 for the above referenced project comply with all applicable health codes

Local Health Official's Name — Signature — 07/25/2025

I certify that I have local jurisdiction over Section 504 of the Rehabilitation Act of 1973 and the Uniform Federal Accessibility Standards (UFAS). I further certify that the plans and project manual dated Nov. 30, 2024 for the above referenced project comply with all applicable accessibility codes

Wendy Johns — Local Federal 504 Official's Name — Signature — 7/25/25

PREPARED BY

HIBBARD & ROSA ARCHITECTS, L.L.C.
100 RIVERVIEW CENTER
SUITE 272
MIDDLETOWN, CONNECTICUT 06457
(860) 346-1809

LIST OF DRAWINGS

	TITLE SHEET
S-1	SCHEMATIC SITE PLAN
D-1	DEMOLITION PLAN
A-1	ROOF PLAN - NORTH
A-2	ROOF PLAN - SOUTH
A-3	ROOF DETAILS
A-4	ROOF DETAILS
A-5	ROOF DETAILS
A-6	LADDER DETAILS

SITE MAP



LOCATION MAP



STATE PROJECT NO. 151-0317 RR
COMM. NO. 2024-38
NOVEMBER 30, 2024



1 SCHEMATIC SITE PLAN
N.T.S.

LEGEND

- CONTRACTOR PARKING
- LAYDOWN AREA FOR CONSTRUCTION MATERIALS
- DUMPSTER — DUMPSTER LOCATION
- PT — PORTABLE TOILET LOCATION
- EGRESS PATH (TO BE KEPT CLEAR AT ALL TIMES)

GENERAL NOTES – SITE

1. THE CONTRACTOR SHALL CONFINE MOVEMENTS ON THE OWNERS PROPERTY TO AREAS DESIGNATED ON THE SITE PLAN AND AS DESIGNATED AT THE PRE-CONSTRUCTION MEETING
2. CONTRACTOR SHALL COORDINATE FINAL LOCATION OF CONTRACTOR PARKING, MATERIAL LAYDOWN AREAS, DUMPSTER LOCATIONS ETC WITH OWNERS RE.
3. CONTRACTOR SHALL TAKE CARE TO ENSURE ALL MATERIALS, EQUIPMENT AND DUMPSTERS ARE SECURE AT THE END OF THE DAY.
4. CONTRACTOR SHALL NOT BLOCK EGRESS PATHS AT ANY TIME. ANY VEHICLES OR EQUIPMENT OPERATING IN A FIRE LANE WILL BE WILL BE LEFT RUNNING AND MANNED AT ALL TIMES.
5. THE PORTABLE TOILET WILL BE EMPTIED AND SANITIZED A MINIMUM OF ONCE A WEEK AND MORE FREQUENTLY IF REQUIRED.
6. CONTRACTOR SHALL BE RESPONSIBLE TO REPAIR/REPLACE ALL DAMAGED AREAS CONCRETE OR ASPHALT CURBING AND ASSOCIATED CURBING.
7. CONTRACTOR SHALL BE RESPONSIBLE TO REPAIR/REPALCE ALL DAMAGED LAWN AREAS AND DAMAGED PLANTINGS.

PROJECT NORTH

ROOF REPLACEMENT
BERGIN COMPLEX
300 PIERPOINT ROAD
WATERBURY, CT

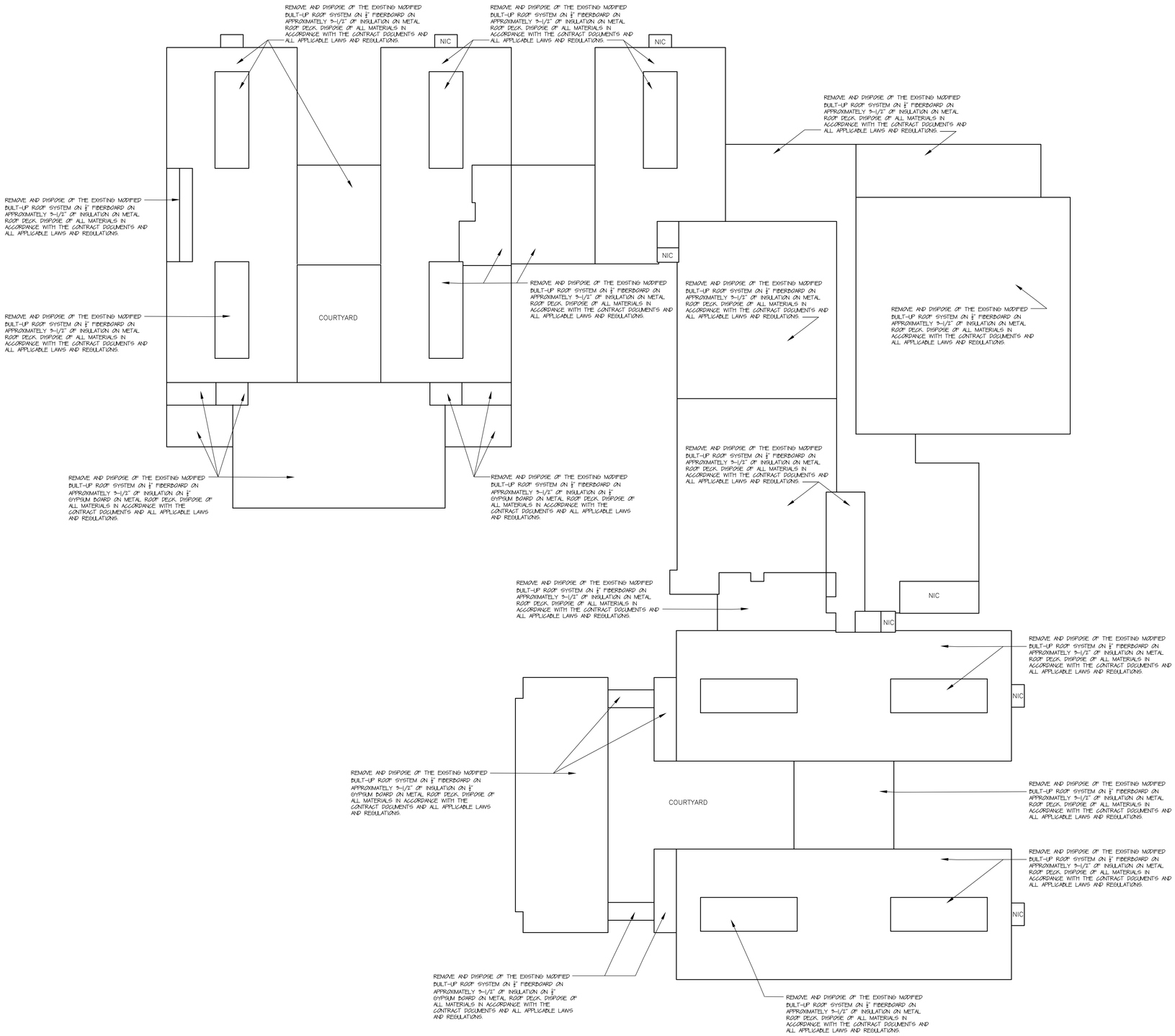
HIBBARD & ROSA ARCHITECTS, LLC
100 RIVERVIEW CENTER
SUITE 321
321 MAIN STREET
MIDDLETOWN, CT
PHONE: (860) 346-8629
EMAIL: hr@hr-a.biz

SCHEMATIC SITE PLAN

DATE: 12-31-2024
REVISED:

COM. # 2024-38
SCALE: N.T.S.

S-1
SHEET



GENERAL NOTES – ROOF DEMOLITION

1. CONTRACTOR SHALL TAKE AND VERIFY ALL DIMENSIONS IN THE FIELD, AND SHALL BE HELD RESPONSIBLE FOR THE SAME.
2. CONTRACTOR SHALL TAKE AND VERIFY ALL FIELD CONDITIONS PRIOR TO BEGINNING ANY WORK AND NOTIFY OWNER OF ANY DISCREPANCIES.
3. CONTRACTOR SHALL REMOVE THE EXISTING ROOF SYSTEMS AS DESCRIBED IN DEMOLITION PLAN, IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND ALL APPLICABLE LOCAL, STATE AND FEDERAL LAWS AND REGULATIONS. ALL EXISTING ROOF SYSTEMS WILL BE REMOVED DOWN TO THE EXISTING ROOF DECKS.
4. DEMOLITION OF THE ROOF SYSTEM SHALL INCLUDE ALL FLASHINGS, FASCIAS, COPING AND ASSOCIATED COMPONENTS.
5. DEMOLITION SHALL INCLUDE THE REMOVAL OF THE EXISTING ROOF DRAIN ASSEMBLIES AND ASSOCIATED COMPONENTS AS REQUIRED FOR THE INSTALLATION OF NEW ROOF DRAINS.
6. IN THE EVENT ANY UNDOCUMENTED HAZARDOUS MATERIALS ARE FOUND DURING DEMOLITION THE CONTRACTOR SHALL STOP WORK IN THE AREA AND NOTIFY THE OWNER AND ARCHITECT IMMEDIATELY.

1 DEMOLITION PLAN

3/32" = 1'-0"

PROJECT NORTH

ROOF REPLACEMENT
BERGIN COMPLEX
300 PIERPOINT ROAD
WATERBURY, CT

HRA HIBBARD & ROSA ARCHITECTS, LLC
100 RIVERVIEW CENTER
SUITE 321
321 MAIN STREET
MIDDLETOWN, CT
PHONE: (860) 346-8609
EMAIL: hr@hr-a.biz

DEMOLITION PLAN

DATE: 10-31-2014

REVISED:

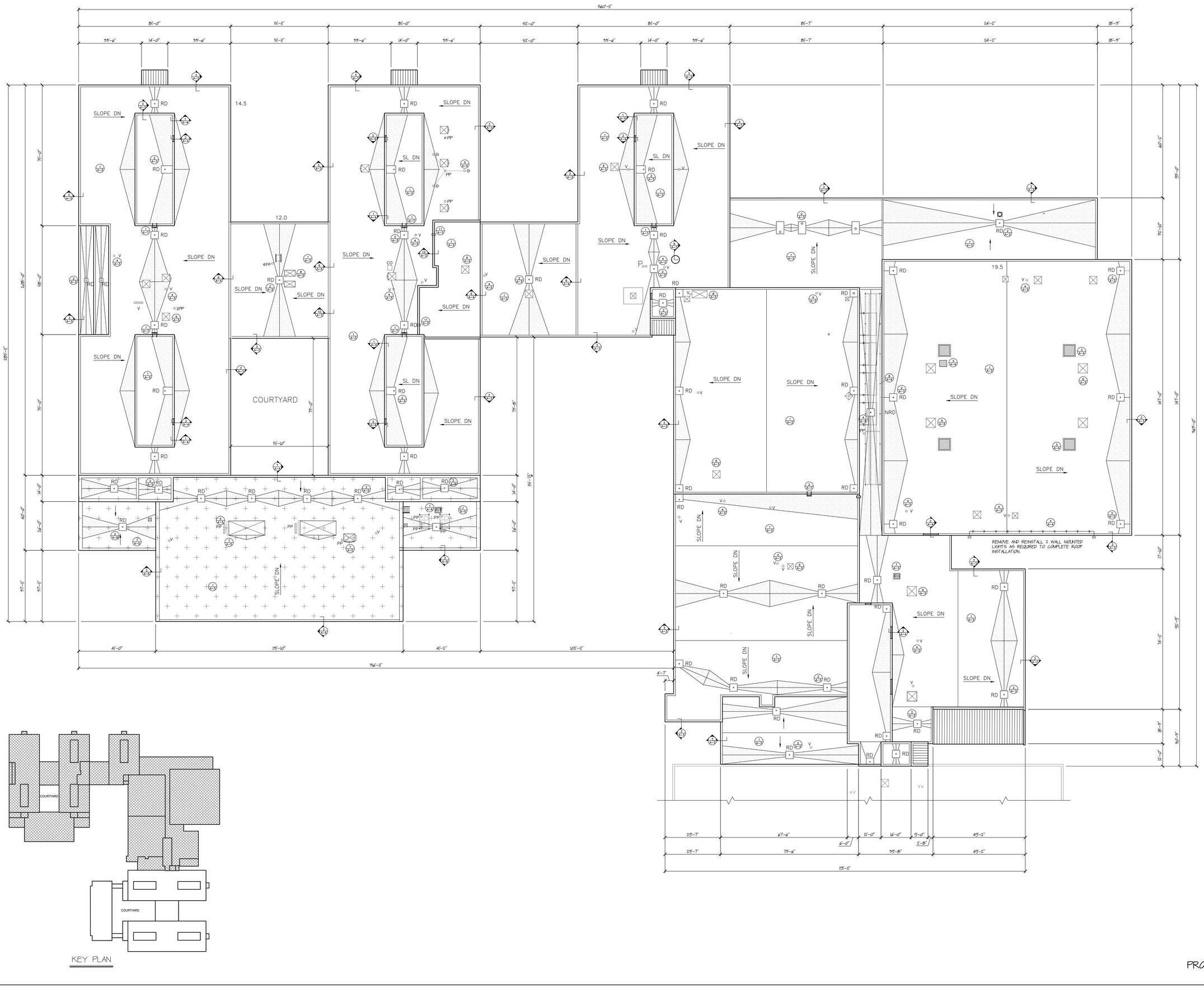
CON. # 2014-98

SCALE: 3/32" = 1'-0"

D-1

SHEET

ROOF REPLACEMENT
BERGIN COMPLEX
300 PIERPOINT ROAD
WATERBURY, CT



KEY PLAN

PROJECT NORTH

ROOF PLAN - NORTH

HRA
HIBBARD & ROSA ARCHITECTS, LLC
100 RIVERVIEW CENTER
SUITE 321
321 MAIN STREET
MIDDLETOWN, CT
PHONE: (860) 346-8609
EMAIL: hr@hrabz

DATE: 12-31-2014

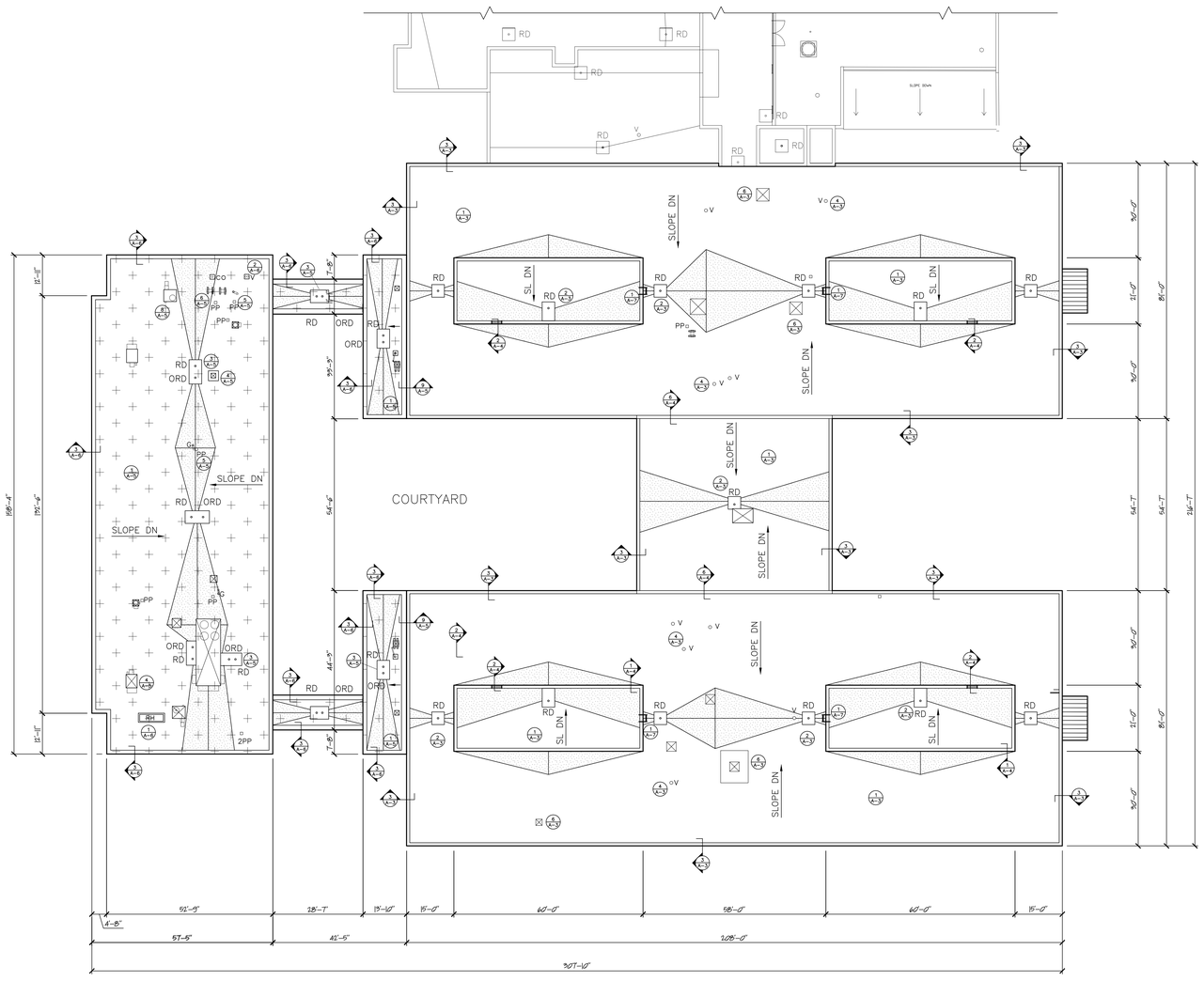
REVISED:

COM. # 2014-98

SCALE: 1/16" = 1'-0"

A-1

SHEET



ROOF PLAN – SOUTH

1 — 1/16" = 1'-0"

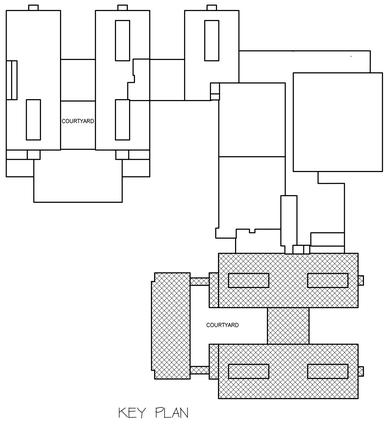
ROOF LEGEND

- 2 PLY MODIFIED BUILT-UP ROOF SYSTEM ADHERED TO 1" FIBER BOARD ADHERED TO 2.6 FLAT STOCK POLYISOCYANURATE INSULATION ADHERED TO 2.6 FLAT STOCK POLYISOCYANURATE INSULATION MECHANICALLY ATTACHED TO SLOPED METAL ROOF DECK.
- 2 PLY MODIFIED BUILT-UP ROOF SYSTEM ADHERED TO 1" FIBER BOARD ADHERED TO 2.6 FLAT STOCK POLYISOCYANURATE INSULATION ADHERED TO 2.6 FLAT STOCK POLYISOCYANURATE INSULATION ADHERED TO 1" FIBERGLASS REINFORCED GYPSUM BOARD MECHANICALLY ATTACHED TO SLOPED METAL ROOF DECK
- NIC – EXISTING STANDING SEAM METAL ROOF
- RD — EXISTING ROOF DRAIN TO BE REMOVED – INSTALL NEW ROOF DRAIN ASSEMBLY
- ORD — EXISTING OVERFLOW ROOF DRAIN TO BE REMOVED INSTALL NEW OVERFLOW ROOF DRAIN ASSEMBLY
- NRD — NEW ROOF DRAIN ASSEMBLY – CONNECT TO EXISTING ROOF DRAIN SYSTEM
- OVERFLOW SCUPPER
- MECHANICAL UNIT
- V — PLUMBING VENT
- PP — PITCH POCKET
- MECHANICAL UNIT ON PUNNAGE
- RH — ROOF HATCH
- VAULT BOX
- ELECTRICAL CONDUIT ON PUNNAGE REMOVE CONDUIT AND REINSTALL
- REMOVED LOWERED OPENING = INFILL WITH METAL ROOF DECK AND ROOF OVER
- LOCATION OF DOOR/THRESHOLD
- G — GUY WIRE TIE DOWN
- G — GOOSE NECK
- LADDER
- CRICKET (SLOPE ¼" PER FT)
- SECTION MARK
- DETAIL BUTTON
- ELEVATION MARK

GENERAL NOTES

1. CONTRACTOR SHALL TAKE AND VERIFY ALL DIMENSIONS IN THE FIELD, AND SHALL BE HELD RESPONSIBLE FOR THE SAME.
2. CONTRACTOR SHALL TAKE AND VERIFY ALL DIMENSIONS AND CONDITIONS PRIOR TO BEGINNING ANY WORK AND NOTIFY OWNER OF ANY DISCREPANCIES.
3. CONTRACTOR SHOULD FULLY UNDERSTAND THAT THE WORK INCLUDES THE USE OF A MANUFACTURER'S CERTIFIED/APPROVED INSTALLERS IN ORDER TO OBTAIN LONG TERM MANUFACTURER'S GUARANTEE.
4. THE DIVISION OF WORK AMONG THE VARIOUS TRADES OR SUBCONTRCTORS (IF ANY) NECESSARY AND THE COORDINATING OF THE TOTAL WORK IS THE CONTRACTOR'S RESPONSIBILITY
5. THE CONTRACTOR SHALL CONFINE MOVEMENTS ON THE OWNERS PROPERTY TO AREAS DESIGNATED AT THE PRE-CONSTRUCTION MEETING.
6. FASTENERS ARE MECHANICAL FASTENERS OR AS INDICATED. FASTENERS USED IN THE WORK ARE TO PROVIDE 1 1/2" PENETRATION INTO THE SUBSTRATE OR AS REQUIRED BY THE FASTENER MANUFACTURER.
7. FLASHINGS ARE TO BE INSTALLED IN A WATER-SHEDDING FASHION.
8. PROVIDE PROPER TYPE CAULKING/SEALANT IN ALL AREAS INDICATED ON DRAWINGS AND AS REQUIRED FOR A WATERTIGHT ROOF.
9. WHERE THE WORD "EXISTING" APPEARS WITH DESCRIPTIONS, NOTATIONS, DIRECTIVES, EXPLANATIONS, REQUIREMENTS, ETC., THROUGH OUT THE DRAWINGS AND SPECIFICATIONS, SUCH AS "EXISTING CONCRET DECK", "EXISTING BRICK WALL", THE REFERRED TO ITEM OR ITEMS OF WORK SHALL BE UNDERSTOOD AS MEANING WORK TO:
   1. REMAIN IN PLACE WITHOUT MAJOR CHANGES, BUT, SHALL INCLUDE ALL OTHER CHANGES, ADJUSTMENTS, REQUIREMENTS, ETC., NECESSARY FOR THE ITEMS OF WORK TO BE PROPERLY INTEGRATED INTO AND COMBINED WITH THE NEW AND EXISTING SPECIFIED WORK IN THE CONTRACT, OR,
   2. REMOVED, DISPOSED OF AND/OR REINSTALLED, INCLUDING ALL CHANGES, ADJUSTMENTS, REQUIREMENTS, ETC., NECESSARY FOR THE ITEMS OF WORK TO BE PROPERLY DEMOLISHED, REMOVED, CHANGED, ADJUSTED, AND PROPERLY INTEGRATED AND COMBINED WITH NEW AND EXISTING WORK.

   EXCEPT AS SPECIFIED ABOVE, ALL OTHER DESCRIPTIONS, NOTATIONS, DIRECTIVES, EXPLANATIONS, REQUIREMENTS, ETC., THROUGH OUT THE DRAWINGS AND SPECIFICATIONS, SUCH AS "MEMBRANE SYSTEM", "METAL BASE FLASHING", "MODIFIED ROOF SYSTEM", "NEW METAL BASE FLASHING", SHALL BE UNDERSTOOD AS MEANING ALL REQUIREMENTS OF ALL WORK UNDER THE CONTRACT.
10. IN THE EVENT OF CONFLICT BETWEEN APPLICABLE CODES AND REGULATIONS AND THE STANDARDS OF THE CONTRACT DOCUMENTS, THE MORE STRINGENT PROVISIONS SHALL GOVERN.
11. ALL NOTES AND DIMENSIONS DESIGNATED AS TYPICAL (TYP.) APPLY TO ALL LIKE OR SIMILAR CONDITIONS THROUGHOUT THE DRAWINGS.
12. REMOVE AND REINSTALL MISCELLANEOUS ITEMS FOUND ON THE ROOF WHICH WILL STANDARDS OF INTERFERE WITH THE INSTALLATION OF THE NEW ROOF. PROVIDE ALL FLASHINGS, PITCH POCKETS, ETC., REQUIRED FOR A WATERTIGHT ROOF.



KEY PLAN

PROJECT NORTH

ROOF REPLACEMENT
BERGIN COMPLEX
300 PIERPOINT ROAD
WATERBURY, CT

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ROOF PLAN – SOUTH

DATE: 10-31-2024

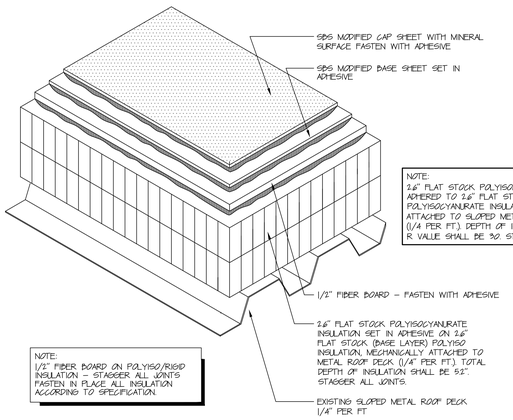
REVISED:

COM. # 2024-38

SCALE: 1/16" = 1'-0"

A-2

SHEET



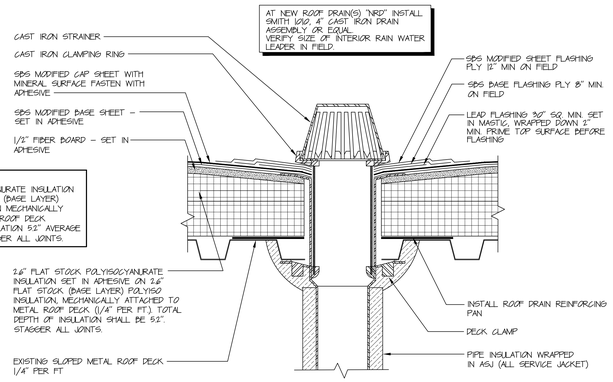
NOTE:
2.6" FLAT STOCK POLYISOCYANURATE INSULATION ADHERED TO 2.6" FLAT STOCK (BASE LAYER) POLYISOCYANURATE INSULATION MECHANICALLY ATTACHED TO SLOPED METAL ROOF DECK. (1/4 PER FT.) DEPTH OF INSULATION 5.2" AVERAGE R VALUE SHALL BE 30. STAGGER ALL JOINTS.

NOTE:
1/2" FIBER BOARD ON POLYISO/RIGID INSULATION - STAGGER ALL JOINTS FASTEN IN PLACE ALL INSULATION ACCORDING TO SPECIFICATION.

TYPICAL 2 PLY SECTION METAL ROOF DECK

1

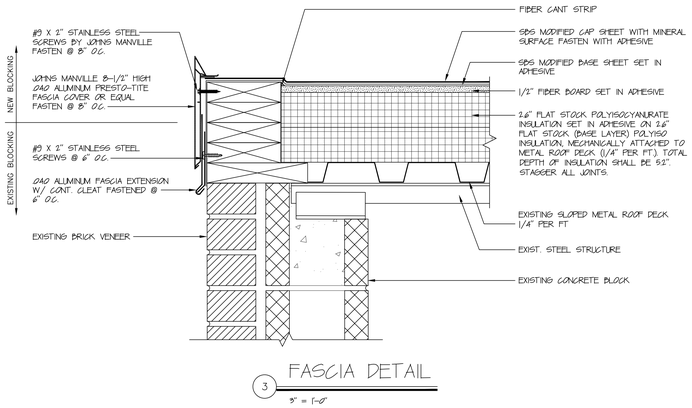
N.T.S.



ROOF DRAIN - METAL DECK

2

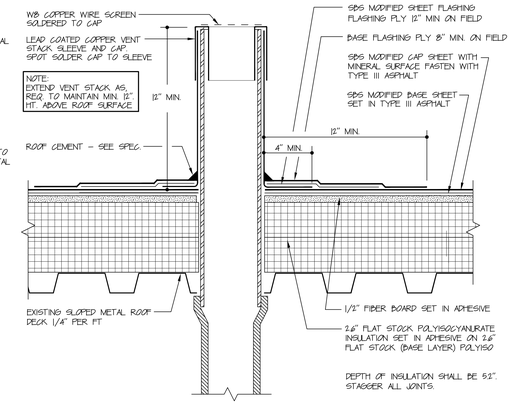
3" = 1'-0"



FASCIA DETAIL

3

3" = 1'-0"



PLUMBING VENT STACK METAL DECK - SLOPED

4

3" = 1'-0"

SCUPPER DETAIL

5

3" = 1'-0"

MECHANICAL CURB - METAL DECK

6

3" = 1'-0"

ROOF HATCH

7

3" = 1'-0"

MECHANICAL CURB DETAIL

8

3" = 1'-0"

REGLET DETAIL @ CIRCULAR CHIMNEY

9

3" = 1'-0"

PARAPET WALL

10

3" = 1'-0"

THROUGH WALL SCUPPER

11

3" = 1'-0"

ROOF REPLACEMENT
BERGIN COMPLEX
300 PIERPOINT ROAD
WATERBURY, CT

HRA
HIBBARD & ROSA ARCHITECTS, LLC
100 RIVERVIEW CENTER
SUITE 370
321 MAIN STREET
MIDDLETOWN, CT
PHONE: (860) 344-8623
EMAIL: hra@hrabz

ROOF DETAILS

DATE: 10-31-2024

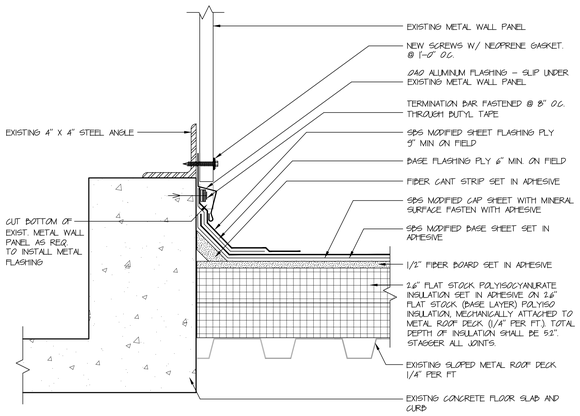
REVISED:

COM. # 2024-38

SCALE: 3" = 1'-0"

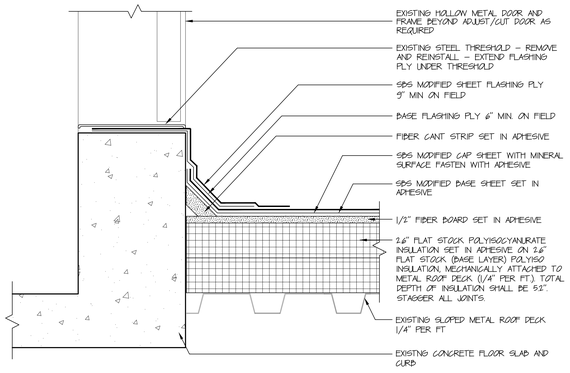
A-3

SHEET



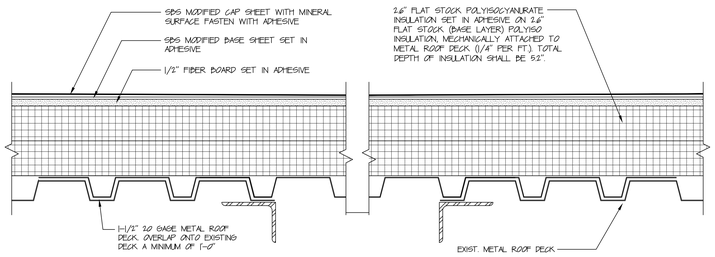
1 FLASHING AT WALL PANEL

3" = 1'-0"

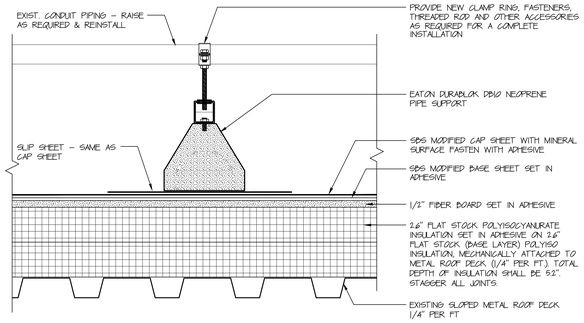


2 DOOR THRESHOLD

3" = 1'-0"

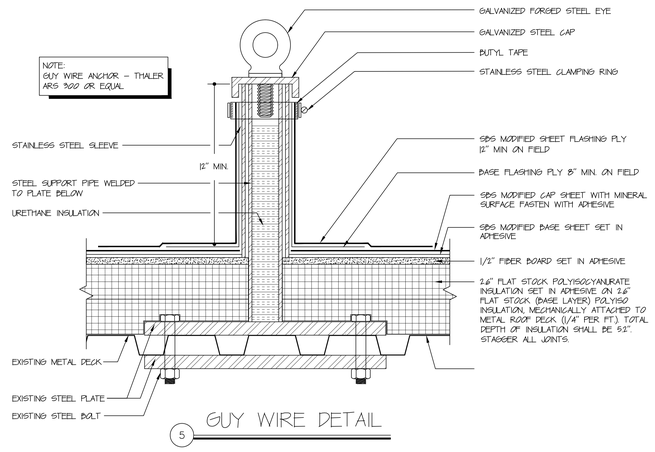


3 INFILL DETAIL

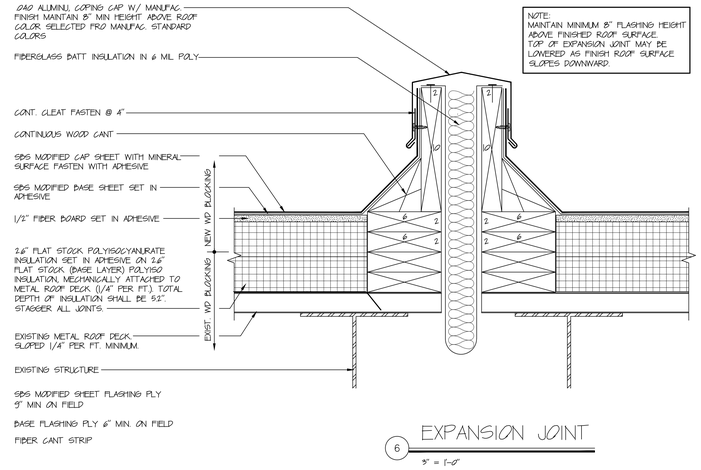


4 DUNNAGE DETAIL

3" = 1'-0"

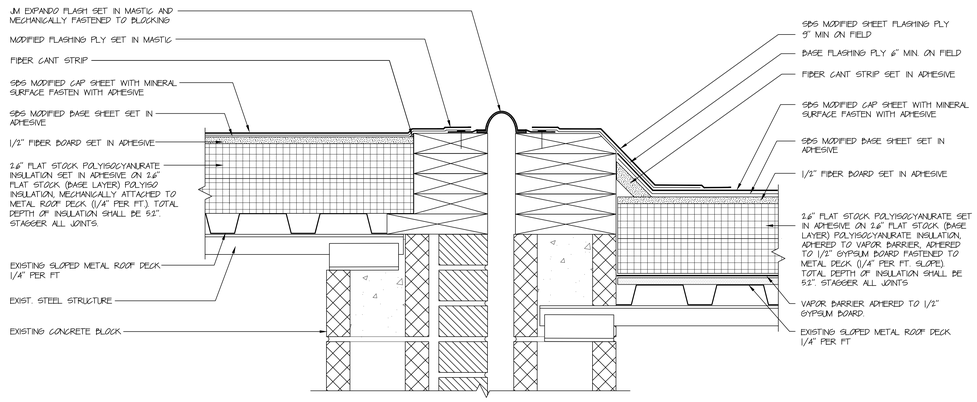


5 GUY WIRE DETAIL



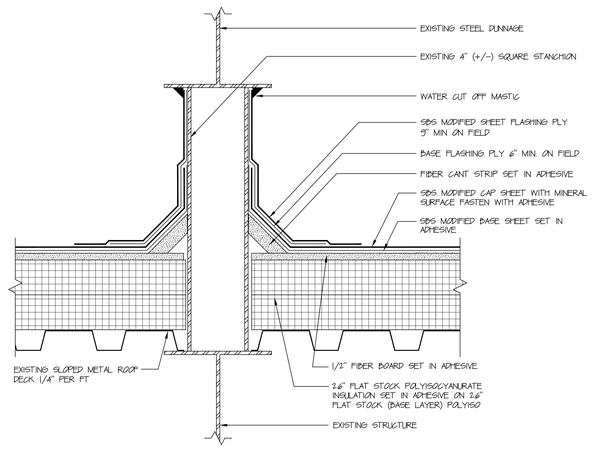
6 EXPANSION JOINT

3" = 1'-0"



7 EXPANSION JOINT

3" = 1'-0"



8 STANCHION DETAIL

3" = 1'-0"

ROOF REPLACEMENT
BERGIN COMPLEX
300 PIERPOINT ROAD
WATERBURY, CT

HRA
HIBBARD & ROSA ARCHITECTS, LLC
100 RIVERVIEW CENTER
SUITE 370
391 MAIN STREET
MIDDLETOWN, CT
PHONE: (860) 346-8629
EMAIL: hra@hrabz

ROOF DETAILS

DATE: 10-31-2014

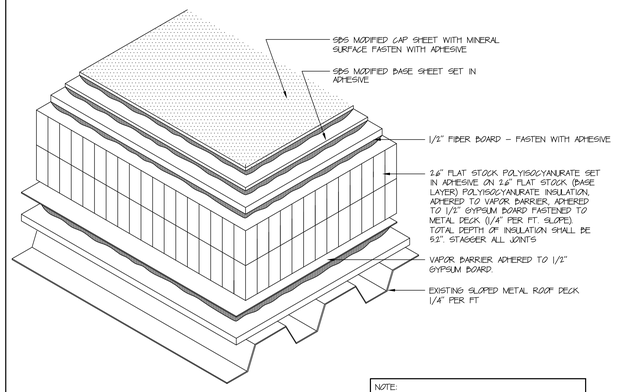
REVISED:

COM. # 2014-38

SCALE: 3" = 1'-0"

A-4

SHEET



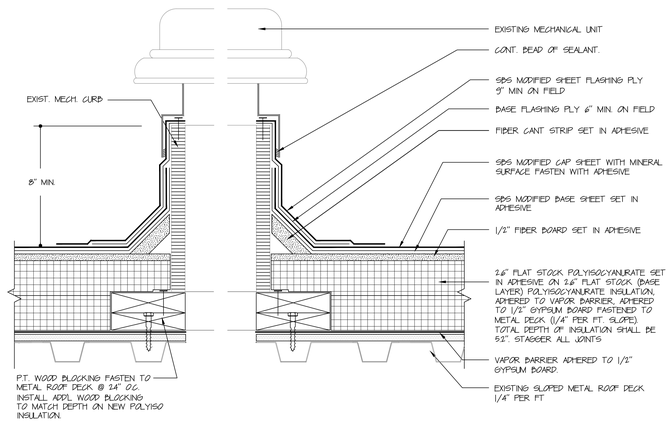
NOTE:
1/2" FIBER BOARD ON POLYISO/RIGID INSULATION – STAGGER ALL JOINTS FASTEN IN PLACE ALL INSULATION ACCORDING TO SPECIFICATION.

NOTE:
2.6" FLAT STOCK POLYISOCYANURATE INSULATION ADHERED TO 2.6" FLAT STOCK (BASE LAYER) POLYISOCYANURATE INSULATION ADHERED TO VAPOR BARRIER ADHERED TO SLOPED GYPSUM ROOF DECK (1/4 PER FT.). DEPTH OF INSULATION 5.2". R VALUE SHALL BE 30. STAGGER ALL JOINTS.

TYPICAL 2 PLY SECTION GYPSUM ROOF DECK

1

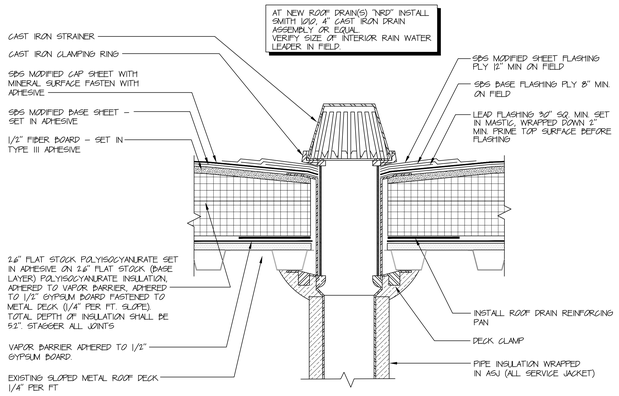
N.T.S.



MECHANICAL CURB – GYPSUM DECK

4

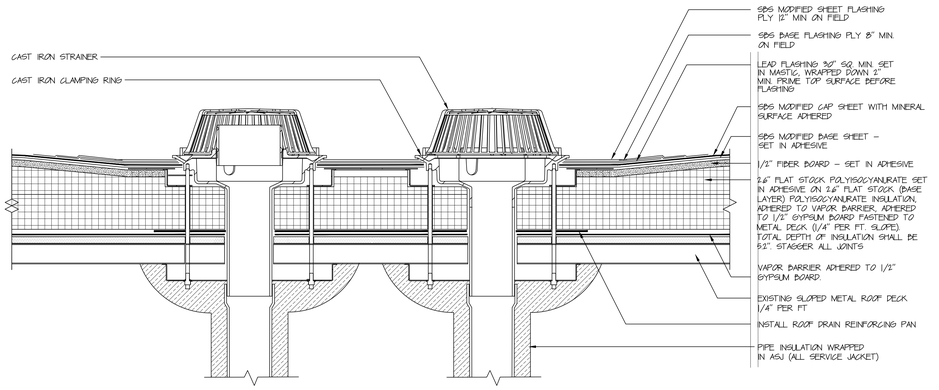
3" = 1'-0"



ROOF DRAIN – GYPSUM DECK

2

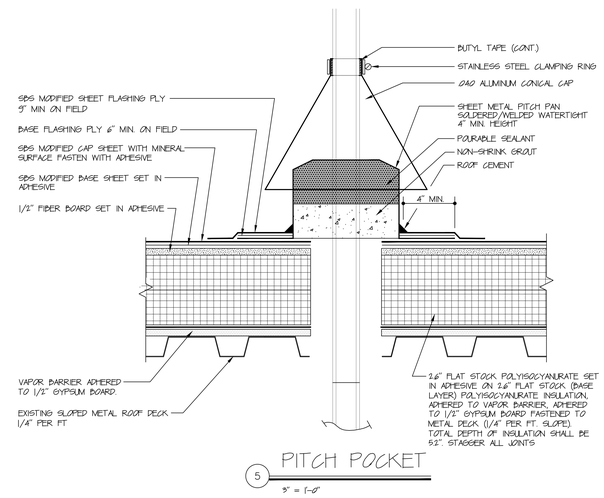
3" = 1'-0"



ROOF DRAIN/OVERFLOW ROOF DRAIN – GYPSUM DECK

3

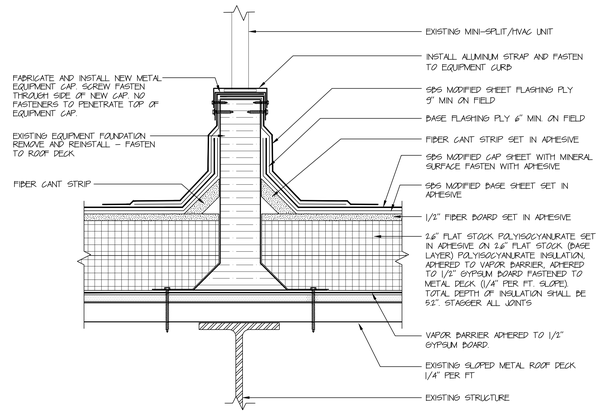
3" = 1'-0"



PITCH POCKET

5

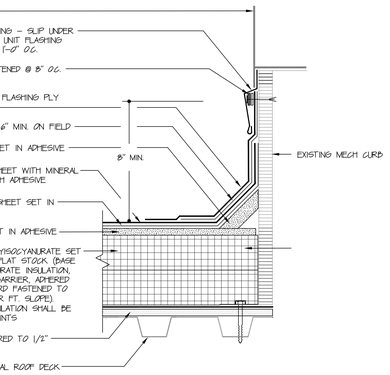
3" = 1'-0"



EQUIPMENT FOUNDATION

6

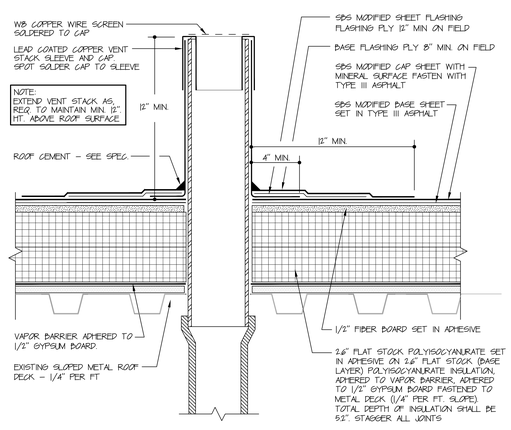
3" = 1'-0"



MECHANICAL CURB DETAIL

7

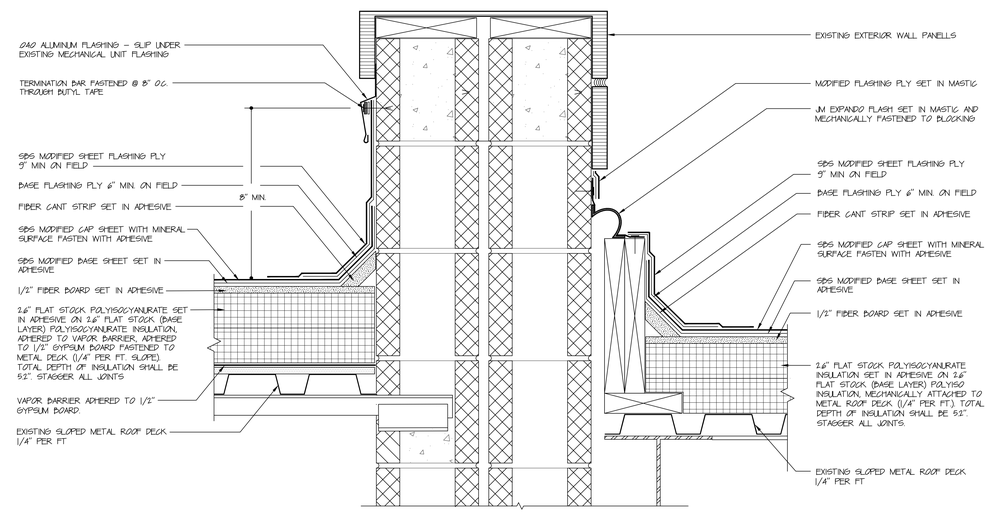
3" = 1'-0"



PLUMBING VENT STACK GYPSUM DECK

8

3" = 1'-0"



COPING DETAIL

9

3" = 1'-0"

ROOF REPLACEMENT
BERGIN COMPLEX
300 PIERPOINT ROAD
WATERBURY, CT

HRA
HIBBARD & ROSA ARCHITECTS, LLC
100 RIVERVIEW CENTER
SUITE 321
321 MAIN STREET
MIDDLETOWN, CT
PHONE: (860) 346-8609
EMAIL: hr@hr.biz

ROOF DETAILS

DATE: 12-31-2014

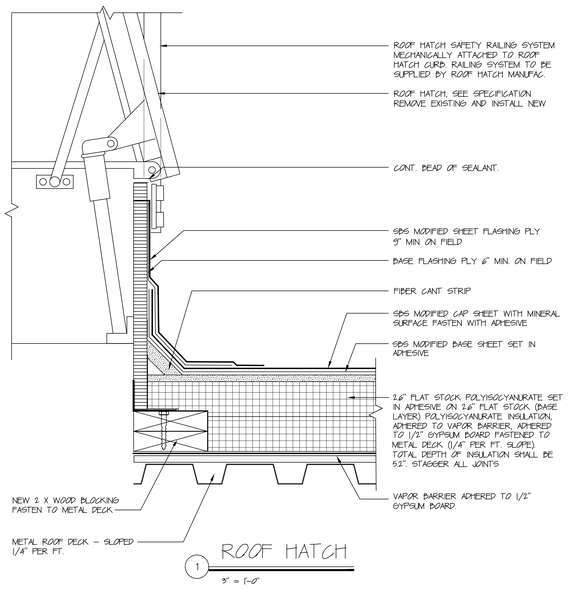
REVISED:

COM. # 2014-38

SCALE: 3" = 1'-0"

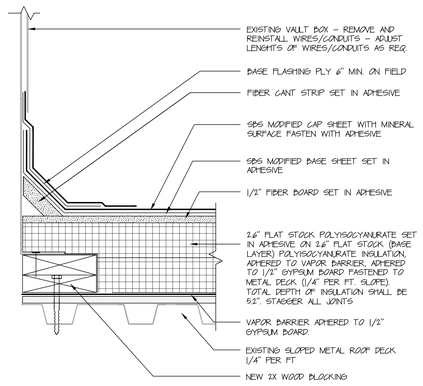
A-5

SHEET



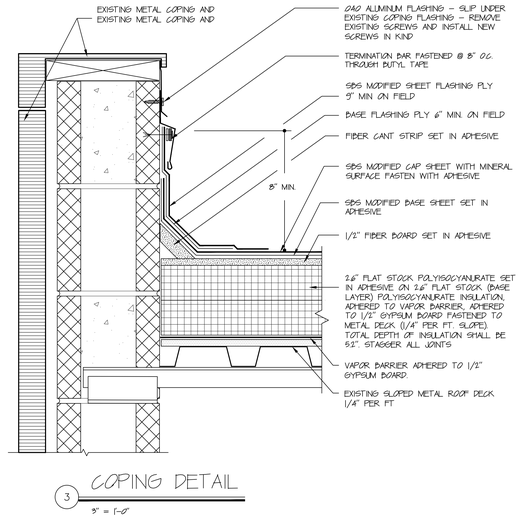
1 ROOF HATCH

3" = 1'-0"



2 VAULT BOX DETAIL

3" = 1'-0"



3 COPING DETAIL

3" = 1'-0"

ROOF REPLACEMENT
BERGIN COMPLEX
300 PIERPOINT ROAD
WATERBURY, CT

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MIDDLETOWN, CT
PHONE: (860) 346-8609
EMAIL: hr@hrabz

ROOF DETAILS

DATE: 12-31-2024

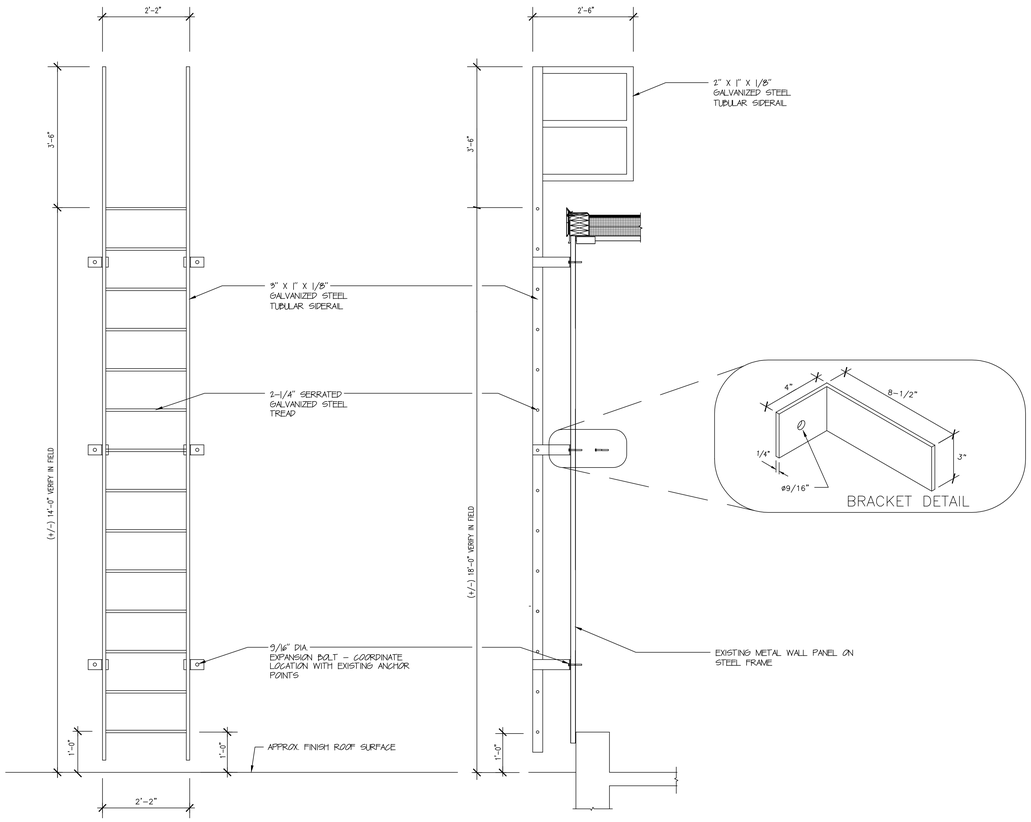
REVISED:

C.O.M. # 2024-78

SCALE: 3" = 1'-0"

A-6

SHEET



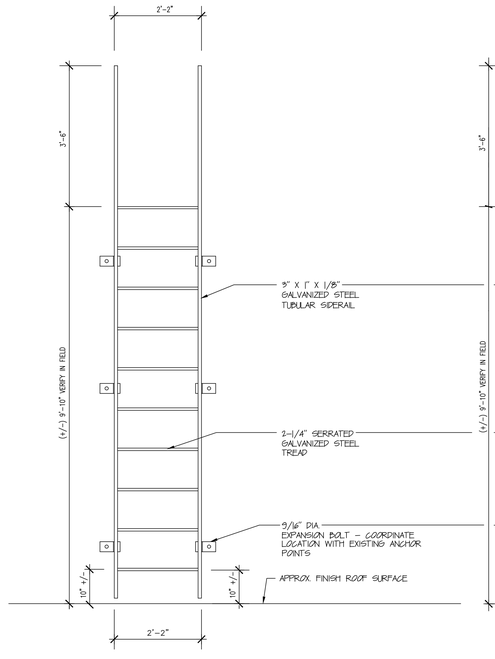
ELEVATION

SECTION

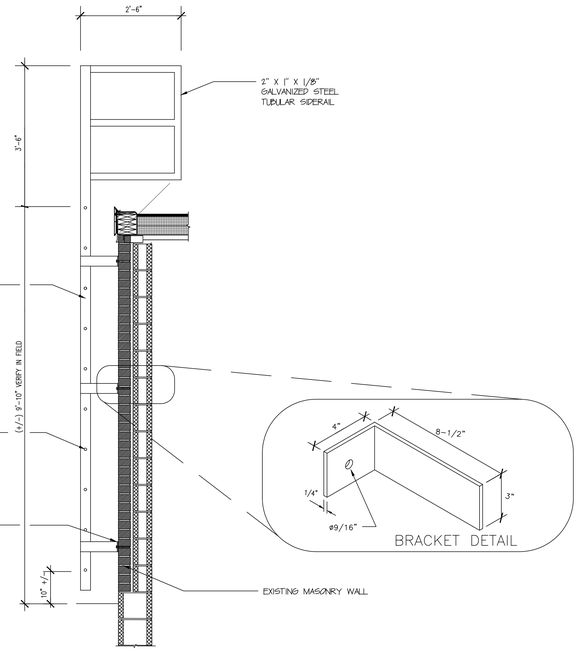
BRACKET DETAIL

1 EXTERIOR LADDER DETAIL

3/4" = 1'-0"



ELEVATION



SECTION

BRACKET DETAIL

2 EXTERIOR LADDER DETAIL

3/4" = 1'-0"

ROOF REPLACEMENT
BERGIN COMPLEX
300 PIERPOINT ROAD
WATERBURY, CT

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SUITE 321
321 MAIN STREET
MIDDLETOWN, CT
PHONE: (860) 346-8629
EMAIL: hr@hrabz

ROOF PLAN - NORTH

DATE: 12-31-2014

REVISED:

C.O.M. # 2014-38

SCALE: 3/4" = 1'-0"

A-7

SHEET

#17

COMMITTEE ON BUILDINGS AND SCHOOL FACILITIES

WORKSHOP: **Thursday, August 7, 2025**
BOARD MEETING: **Thursday, August 21, 2025**

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:

GROUP	FACILITIES AND DATES/TIMES
City Planner Robert Nerney	W. Cross café: Monday, Sept. 29th 6:00 – 9:00 pm (neighborhood meeting /update of city's plan of conservation & development)
N. Hill	Reed café: Thursday, August 21st 12:30pm – 3:00pm (Prof. Dev. For School Social Workers)
N. French-Graham	International School gym: Thursday, August 21st 1:00pm – 5:00pm (Clothing drive)
V. Balsamo	Wilby/NEMS aud., gym, café: March 20th, 21st, 22nd 6:00am – 10:00pm (NE FIRST Robotics Competition – 2026 Waterbury District Event)
E. Lanza	Gilmartin café: Sept. 10th Ice Cream Social 3:00-5:00 pm Gilmartin gym/café:: Oct. 2nd Hispanic Heritage Celebration 3:00-7:00pm Gilmartin café: Nov. 13th Book Bingo 4:900-8:00pm Gilmartin gym/cafe: Dec. 11th Winter Fest/Parent Night 4:00-8:00pm Gilmartin café: Dec. 15th Chorus Concert 4:00-7:00pm Gilmartin gym/café: Dec. 17th Instrumental Music Concert 4:00-7:00pm Gilmartin gym/café: Jan. 15th STEM Night 4:00-8:00pm Gilmartin café: Feb. 12th CPR Family Night 4:00-8:00pm Gilmartin gym/café: March 12th Literacy Family Night 4:00-8:00pm Gilmartin gym/café: April 23rd Spring Fling Family Night 4:00-8:00pm Gilmartin field: May 7th Multicultural Day 3:00-8:00pm Gilmartin café: May 18th Chorus Concert 4:00-7:00pm Gilmartin gym/café: May 20th Instrumental Concert 4:00-7:00pm
Health Dept. N. Hellerich. Dir.	North End media ctr.: August 19th & 20th 8:00am-3:00pm (Sch. Nurses professional development)
M. Bergin	Rotella aud.: Friday, March 6th 8:00am-3:00pm (Preschool Prof. Dev.)

V. Harris	West Side aud.: Aug. 25th, Oct. 8th March 6th 8:00am – 3:00pm (Dist Content Prof. Learning)
J. Frenis	Kennedy aud., band rm., media ctr., & art rms.: Thurs., Aug. 21st 8:00am – 3:00pm (Prof. Dev.-Fine Arts/Band/Music teachers)
C. Carpentieri	Kennedy rm. 107 : Mondays (Sept. to May) 4:00pm-9:05pm (SCSU Adjunct professors cohort for #092 courses)
P. Flammia	Career Academy parking lot: Fri. & Sat. Aug. 8th & 9th 11am – 6pm (grade 11 class carwash/fund raiser for school activities & events)
J. Frenis	WAMS dance studio: Thurs., Aug. 21st. 8:00am – 3:00jpm (Prof. Dev. for dance & theatre teachers)
I.Howe-Green	WAMS dance studio: Mon. & Wed. 8/25/25 – 6/27/26 2:00-3:00pm (Dance Club rehearsals)
D. Respondouska	WAMS recital hall: Thursday, May 21st 5:00 – 5:45 pm (National Honor Society for Dance Arts induction Ceremony)
C. Wirth	WAMS dance studio: Thursday, May 21st 4:30 – 7:30 pm (Choreography Showcase)
T. Dooley	Wallace media ctr.: Wed., Aug. 20th and Tues., Nov 5th 6:00-8:00 pm (Swim Officials meetings)
C. Carpentieri	Kennedy rm. 109: Wednesdays 8/27 – 12/17/25 4:30-7:10pm (CCSU cohort for paraprofessionals)

Took

SCHOOL PERSONNEL USE ONLY

DATE: 7/7/2025

TO: SCHOOL BUSINESS OFFICE

FROM: ROBERT NERNEY, CITY PLANNER

The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:

NAME OF SCHOOL REQUESTED: WENDELL CROSS

☑ Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: SEPTEMBER 29, 2025

FROM: 6:00 am/pm TO: 9:00 am/pm

FOR THE FOLLOWING PURPOSES:

Neighborhood Meeting to discuss update of the City's Plan of Conservation & Development. Chairs for up to 60 people, 3 tables, microphone & projection screen requested.

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: 7/16/25

TO: SCHOOL BUSINESS OFFICE

FROM: Nancy Hill

The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:

NAME OF SCHOOL REQUESTED: Reed

● Café/Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: August 21, 2025

FROM: 12:30pm am/pm TO: 3 am/pm

FOR THE FOLLOWING PURPOSES:

Professional Development for School Social Workers

Nancy Hill
APPLICANT

Please note the following provisions:
When the public is invited to an activity, police and fire departments must be notified. These arrangements *must* be made in person at the police and fire headquarters.

SCHOOL PERSONNEL USE ONLY

DATE: 7/18/2025

TO: SCHOOL BUSINESS OFFICE
Nadia French-Graham
FROM: Boost! Site Coordinator

The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:

NAME OF SCHOOL REQUESTED: Roberto Clemente International Dual Language School

☐ Auditorium ☒ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: August 21, 2025

FROM: 1:00PM am/pm TO: 5:00PM am/pm

FOR THE FOLLOWING PURPOSES:

Roberto Clemete International Dual Language School will be hosting a clothing drive. The goal is to give away the school clothes that were donated this past school year to parents in need on August 21st, 2025.

APPLICANT

Please note the following provisions:
When the public is invited to an activity, police and fire departments must be notified. These arrangements *must* be made in person at the police and fire headquarters.

SCHOOL PERSONNEL USE ONLY

DATE: 7/18/25

TO: SCHOOL BUSINESS OFFICE

FROM: Vincent Balsamo

The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:

NAME OF SCHOOL REQUESTED: Wilby HS / NEMS

☒ Auditorium ☒ Gymnasium ☐ Swimming Pool ☒ Café/Rooms

DATES REQUESTED: March 20-22, 2026

FROM: 6 am pm TO: 10 am pm

FOR THE FOLLOWING PURPOSES:

NE FIRST Robotics Competition - 2026 Waterbury District Event

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.

Yolk

SCHOOL PERSONNEL USE ONLY

DATE: 7/16/25

TO: SCHOOL BUSINESS OFFICE

FROM: Erika Lariza

The undersigned hereby makes application for use of school facilities (afterr egular school hours) as follows:

NAME OF SCHOOL REQUESTED: Gilmartin

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☒ Café/Rooms

DATES REQUESTED: September 10, 2025

FROM: 3:00 am/pm TO: 5:00 am/pm

FOR THE FOLLOWING PURPOSES:

Ice Cream Social

Erika Lariza
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: 7/14/25

TO: SCHOOL BUSINESS OFFICE

FROM: Erika Lanza

The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:

NAME OF SCHOOL REQUESTED: Gilmartin

☐ Auditorium ☒ Gymnasium ☐ Swimming Pool ☒ Café/Rooms

DATES REQUESTED: October 2, 2025

FROM: 3:00 am/pm TO: 7:00 am/pm

FOR THE FOLLOWING PURPOSES:

Hispanic Heritage Month Celebration

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.

Grade

SCHOOL PERSONNEL USE ONLY

DATE: 7/16/25

TO: SCHOOL BUSINESS OFFICE

FROM: Erika Lanza

The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:

NAME OF SCHOOL REQUESTED: Gilmartin

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☒ Café/Rooms

DATES REQUESTED: November 13, 2025

FROM: 4:00 am/pm TO: 8:00 am/(pm)

FOR THE FOLLOWING PURPOSES:

Book Bingo

Erika Lanza
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: 7/16/25

TO: SCHOOL BUSINESS OFFICE

FROM: Erika Lanza

The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:

NAME OF SCHOOL REQUESTED: Gilmartin School

☐ Auditorium ☒ Gymnasium ☐ Swimming Pool ☒ Café/Rooms

DATES REQUESTED: December 11, 2025

FROM: 4:00 am/pm TO: 8:00 am/pm

FOR THE FOLLOWING PURPOSES:

Winter Fest Parent Night

Erika Reyes
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.

Good

SCHOOL PERSONNEL USE ONLY

DATE: 7/24/25

TO: SCHOOL BUSINESS OFFICE

FROM: Erika Lanza

The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:

NAME OF SCHOOL REQUESTED: Gilmartin

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☒ Café/Rooms

DATES REQUESTED: December 15, 2025

FROM: 4:00 am/pm TO: 7:00 am/pm

FOR THE FOLLOWING PURPOSES:

Chorus Concert

Erika Lanza
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: 7/24/25

TO: SCHOOL BUSINESS OFFICE

FROM: Erika Lanza

The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:

NAME OF SCHOOL REQUESTED: Gilmartin

☐ Auditorium ☒ Gymnasium ☐ Swimming Pool ☒ Café/Rooms

DATES REQUESTED: December 17, 2025

FROM: 4:00 am/pm TO: 7:00 am/pm

FOR THE FOLLOWING PURPOSES:

Instrumental Music Concert

Erika Lanza
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: 7/16/25

TO: SCHOOL BUSINESS OFFICE

FROM: Erika Lanza

The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:

NAME OF SCHOOL REQUESTED: Gilmartin

☐ Auditorium ☒ Gymnasium ☐ Swimming Pool ☒ Café/Rooms

DATES REQUESTED: January 15, 2026

FROM: 4:00 am/(pm) TO: 8:00 am/(pm)

FOR THE FOLLOWING PURPOSES:

STEM Night

Erika Lanza
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: 7/16/25

TO: SCHOOL BUSINESS OFFICE

FROM: Erika Lanza

The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:

NAME OF SCHOOL REQUESTED: Gilmartin

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☒ Café/Rooms

DATES REQUESTED: February 12, 2026

FROM: 4:00 am/(pm) TO: 8:00 am/(pm)

FOR THE FOLLOWING PURPOSES:

CPR Family Night

Erika Lanza
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.

Yoshi

SCHOOL PERSONNEL USE ONLY

DATE: 7/16/25

TO: SCHOOL BUSINESS OFFICE

FROM: Erika Lanza

The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:

NAME OF SCHOOL REQUESTED: Gilmartin

☐ Auditorium ☒ Gymnasium ☐ Swimming Pool ☒ Café/Rooms

DATES REQUESTED: March 12, 2026

FROM: 4:00 am/(pm) TO: 8:00 am/(pm)

FOR THE FOLLOWING PURPOSES:

Literacy Night Family Engagement

ER

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: 7/16/25

TO: SCHOOL BUSINESS OFFICE

FROM: Erika Lanza

The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:

NAME OF SCHOOL REQUESTED: Gilmartin

☐ Auditorium ☒ Gymnasium ☐ Swimming Pool ☒ Café/Rooms

DATES REQUESTED: April 23, 2026

FROM: 4:00 am/(pm) TO: 8:00 am/(pm)

FOR THE FOLLOWING PURPOSES:

Spring Fling Family Engagement Night

Erika Lanza
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.

Yook

SCHOOL PERSONNEL USE ONLY

DATE: 7/16/25

TO: SCHOOL BUSINESS OFFICE

FROM: Erika Lanza

The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:

NAME OF SCHOOL REQUESTED: Gilmartin

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms outside school grounds (back field)

DATES REQUESTED: May 7, 2026

FROM: 3:00 am/pm TO: 8:00 am/pm

FOR THE FOLLOWING PURPOSES:

Multicultural Day

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: 7/24/25

TO: SCHOOL BUSINESS OFFICE

FROM: Erika Lanza

The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:

NAME OF SCHOOL REQUESTED: Gilmartin

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☒ Café/Rooms

DATES REQUESTED: May 18, 2026

FROM: 4:00 am/pm TO: 7:00 am/pm

FOR THE FOLLOWING PURPOSES:

Chorus Concert

Erika Lanza
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.

Yook

SCHOOL PERSONNEL USE ONLY

DATE: 7/24/25

TO: SCHOOL BUSINESS OFFICE

FROM: Erika Lanza

The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:

NAME OF SCHOOL REQUESTED: Gilmartin

☐ Auditorium ☒ Gymnasium ☐ Swimming Pool ☒ Café/Rooms

DATES REQUESTED: May 20, 2026

FROM: 4:00 am/(pm) TO: 7:00 am/(pm)

FOR THE FOLLOWING PURPOSES:

Instrumental Music Concert

Erika Roy
APPLICANT

Please note the following provisions:

When the public is invited to an activity, police and fire departments must be notified. These arrangements *must* be made in person at the police and fire headquarters.

SCHOOL PERSONNEL USE ONLY

DATE: 7/22/2025

TO: SCHOOL BUSINESS OFFICE

FROM: Waterbury Health Department

The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:

NAME OF SCHOOL REQUESTED: North End Middle School - Media Center

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☒ Café/Rooms

DATES REQUESTED: 8/19/2025 and 8/20/2025

FROM: 8:00 AM am/pm TO: 3:00 PM am/pm

FOR THE FOLLOWING PURPOSES:

Waterbury School Nurses Professional Development

Approximately 50 attendees, Waterbury School Nurses and Health Assistants

Natalie Hellerich, Director of Clinical Services,
Waterbury Health Department

APPLICANT

Please note the following provisions:
When the public is invited to an activity, police and fire departments must be notified. These arrangements *must* be made in person at the police and fire headquarters.

SCHOOL PERSONNEL USE ONLY

DATE: 2/12/2025

TO: SCHOOL BUSINESS OFFICE

FROM: Maureen Bergin

The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:

NAME OF SCHOOL REQUESTED: Rotella School

☒Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: March 6 2026,

FROM: 8:00 am/pm TO: 3:00 am/pm

FOR THE FOLLOWING PURPOSES:

Preschool Professional Development: audio required. microphone and screen

Maureen Bergin
APPLICANT

Please note the following provisions:
When the public is invited to an activity, police and fire departments must be notified. These arrangements *must* be made in person at the police and fire headquarters.

Book

SCHOOL PERSONNEL USE ONLY

DATE: July 31, 2025

TO: SCHOOL BUSINESS OFFICE

FROM: Veda Harris, K-12 Social Studies Supervisor

The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:

NAME OF SCHOOL REQUESTED: West Side Middle School

☒ Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: August 21, 2025, October 8, 2025, and March 6, 2026

FROM: 8:00 am/pm TO: 3:00 am/pm

FOR THE FOLLOWING PURPOSES:

District Content Professional Learning

Veda Harris

APPLICANT

Please note the following provisions:

When the public is invited to an activity, police and fire departments must be notified. These arrangements *must* be made in person at the police and fire headquarters.

SCHOOL PERSONNEL USE ONLY

DATE: 7/24/25

TO: SCHOOL BUSINESS OFFICE

FROM: Jan Frenis / Academic Office
Sydney Molina

The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:

NAME OF SCHOOL REQUESTED: Kennedy

☒ Auditorium ☐ Gymnasium ☐ Swimming Pool ☒ Café/Rooms

Band room
Music Room 123
Media Center
($) Art rooms
Rm 150, 154, 158, 242

DATES REQUESTED: 8/21/25

FROM: 8:00 am/pm TO: 3:00 am/pm

FOR THE FOLLOWING PURPOSES:

Professional Development for Fine Arts / Band / Music teachers

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: February 5, 2025

TO: SCHOOL BUSINESS OFFICE

FROM: Carli Carpentieri & Marissa Waters (Talent & Professional Development Supervisors) Human Capital Department

The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:

NAME OF SCHOOL REQUESTED: Kennedy High School (Room 107)

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: Mondays (9/8/25, 9/15/25, 9/29/25, 10/20/25, 10/27/25, 11/10/25, 11/24/25, 12/8/25, 1/26/26, 2/9/26, 2/23/26, 3/2/26, 3/23/26, 4/13/26, 4/27/26, 5/4/26)

FROM: 4:00pm **TO**: 9:05pm

Mondays

FOR THE FOLLOWING PURPOSES:

SCSU Adjunct professors will be delivering instruction to a cohort of WPS staff who are taking 092 (Educational Leadership) courses.

Marissa Waters

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.

Room 12

SCHOOL PERSONNEL USE ONLY

DATE: 7/25/25

TO: SCHOOL BUSINESS OFFICE

FROM: WCA - Peter Flammia VP

The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:

NAME OF SCHOOL REQUESTED: Waterbury Career Academy

* Parking Lot outside of the building

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: Friday 8/8/25 and Saturday 8/9/25

FROM: 11:00 am/pm TO: 6:00 am/pm

FOR THE FOLLOWING PURPOSES:

Grade 11 Class Carwash to raise money for upcoming school activities and events. Using the parking lot outside of the building, no students will be inside of the building.

[signature] 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: 7/24/25

TO: SCHOOL BUSINESS OFFICE

FROM: Academic Office

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 Dance Studio

DATES REQUESTED: 8/21/25

FROM: 8:00 (am)/pm TO: 3:00 am/(pm)

FOR THE FOLLOWING PURPOSES:

Professional Development for Dance & theatre Teachers

Sydney Molina
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.

Sydney Molina for Janet Frenis

Book

SCHOOL PERSONNEL USE ONLY

DATE: 6/13/2025

TO: SCHOOL BUSINESS OFFICE

FROM: WAMS - Howe Green

The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:

NAME OF SCHOOL REQUESTED: WAMS- Large Dance

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms ☒ Large Dance

DATES REQUESTED: Mondays and Wednesdays 8/25-6/27/25

FROM: 2:00 am/(pm) TO: 3:00 am/(pm)

FOR THE FOLLOWING PURPOSES:

Mondays - Dance Club (This year 55+ kids)

Wednesdays - Dance Club Ensemble Rehersals (This year 25 kids)

Ingrid Howe-Green
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: 6/16/25

TO: SCHOOL BUSINESS OFFICE

FROM: Dea Respondowska

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~~ Recital Hall ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: May 21 2026

FROM: 5 am/pm TO: 5:45 am/pm

FOR THE FOLLOWING PURPOSES:

National Honor Society For Dance Arts Induction Ceremony

D Respondowska
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.

Yuck

SCHOOL PERSONNEL USE ONLY

DATE: 6/16/2

TO: SCHOOL BUSINESS OFFICE

FROM: WAMS- Cheryl Wirth

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

Large Dance

DATES REQUESTED: May 21

FROM: 4:30 am/pm TO: 7:30 am/pm

FOR THE FOLLOWING PURPOSES:

Choreography Showcase

Cheryl Wirth

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: 7-31-25

TO: SCHOOL BUSINESS OFFICE

FROM: Tom Dooley

THE UNDERSIGNED HEREBY MAKES APPLICATION FOR USE OF SCHOOL FACILITIES (AFTER REGULAR SCHOOL HOURS) AS FOLLOWS:

NAME OF SCHOOL REQUESTED: Wallace Media CTR.

☐ AUDITORIUM ☐ GYMNASIUM ☐ SWIMMING POOL ☐ CAFE/ROOMS

DATES REQUESTED: * Wed, Aug 20th & Tues, Nov. 25th

FROM 6:00 am/pm TO 8:00 am/pm

FOR THE FOLLOWING PURPOSES:

Swim Officials meeting

*may meet in parking lot

T. D. / Same
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 police and fire headquarters.

Book

SCHOOL PERSONNEL USE ONLY

DATE: August 1, 2025

TO: SCHOOL BUSINESS OFFICE

FROM: Carli Carpentieri & Marissa Waters (Talent & Professional Development Supervisors) Human Capital Department

The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:

NAME OF SCHOOL REQUESTED: Kennedy High School (Room 109)

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: Wednesdays (4:30-7:10) 8/27, 9/3. 9/17, 9/24, 10/1, 10/8, 10/15, 10/22, 10/29, 11/5, 11/12, 11/19, 12/10, 12/17

FROM: 4:30pm **TO**: 7:10 pm

FOR THE FOLLOWING PURPOSES:

CCSU adjunct professors will be delivering instruction to a cohort of WPS Paraprofessionals who are pursuing their Special Education Certification and taking courses through the Central Inspire Teacher Residency Program. We have an agreement that was recently approved by the board of education.

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.

#18

COMMITTEE ON BUILDINGS AND SCHOOL FACILITIES

WORKSHOP: **Thursday, August 7, 2025**
BOARD MEETING: **Thursday, August 21, 2025**

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.

GROUP	FACILITIES AND DATES/TIMES		
REQUESTING WAIVERS:			
Town Plot Sports D. Cronin	Duggan gym: 9/13/25 – 3/15/26 (basketball program)	Sat. & Sun.	8:30am-1:00pm ($10,857.)
Afro Caribbean Cultural Ctr. Victoria Encarnarion	Barnard School parking lot: (Block Party)	Saturday, August 16th	11am-2pm ($420.)
City Youth Theater S. Davis	Crosby aud.: Fri., Sept. 5th (theater productions)	4pm-9pm and Sat., Sept. 6th	12pm-5pm ($1,668.)
GROUPS NOT SUBJECT TO FEES OR WAIVER DUE TO TIME OF USE OR PREVIOUS WAIVER:			
Town Plot Sports D. Cronin	West Side gym: 10/8/25 – 3/11/26 (basketball program)	Wednesdays	5:30-8:30pm

MONEY COLLECTED TO DATE: **$ 77,271.50**

Book

DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT
SCHOOL BUSINESS OFFICE
236 GRAND ST., WATERBURY, CT 06702 CONTRACT#
USE OF BUILDING PERMIT
TYPE OR USE PEN AND PRESS FIRMLY

APPLICANT DENNIS CRONIN NAME OF ORGANIZATION TOWN PLOT SPORTS

ADDRESS 4 HUNTINGDON PL. WTBY CT 06708 TELEPHONE # 203-600-4700
(street) (city) (state) (zip code)

SCHOOL REQUESTED DUGGAN DATES 9/13/25 - 3/15/26 SAT. SUN ROOM(S) GYMNASIUM

OPENING TIME 8:30 AM CLOSING TIME 1:00 PM PURPOSE BASKETBALL

ADMISSION (if any)_____ CHARGE TO BE DEVOTED TO_____

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 5 CHILDREN 20

SIGNATURE OFAPPLICANT Dennis Cronin DATE 7/9/25

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. DC (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: $42/HR plus 1 HR. SERVICE ($10,857)

RENTAL FEES:_____

MISCELLANEOUS FEES:_____

SECURITY DEPOSIT $_____ INSURANCE COVERAGE ✓ YES_____ NO

PLEASE READ THE FOLLOWING CAREFULLY

Saturday + Sunday

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 Application for Building Permit)

APPLICANT/ORGANIZATION: TOWN PLOT SPORTS

Please check below specific item(s):

Building Usage Fees ☐ Custodial Fees ☐

SCHOOL/ROOMS REQUESTED: DUGGAN / GYMNASIUM

DATE(S): SATURDAYS 9/13/25 - 3/14/26 TIMES: 8:30 AM - 1:00 PM $5544.-

DATE(S): SUNDAYS 9/14/25 - 3/15/26 TIMES: 8:30 AM - 1:00 PM $5313.-

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

7-25-25
Date

_____
Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

$ _____ Building Usage Fees

$ 10,857.00 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 CONTRACT#
USE OF BUILDING PERMIT
TYPE OR USE PEN AND PRESS FIRMLY

APPLICANT Victoria Encarnacion NAME OF ORGANIZATION Afro Caribbean Cultural Center

ADDRESS 158 Grand St (street) Waterbury (city) CT (state) 06702 (zip code) TELEPHONE # 203-759-8824

Barnard

SCHOOL REQUESTED Adult Education DATES August 16, 2025 ROOM(S) Parking lot + 2 Rooms

OPENING TIME 11 AM CLOSING TIME 2 PM PURPOSE Block Party

ADMISSION (if any) n/a CHARGE TO BE DEVOTED TO n/a

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 40 CHILDREN 100

SIGNATURE OF APPLICANT [signature] DATE 7/14/2025

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION: Applicant: Victoria Encarnacion

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. VE (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: $42/HR plus 1 HR SERVICE (2) ($420)

RENTAL FEES:

MISCELLANEOUS FEES:

SECURITY DEPOSIT $ INSURANCE COVERAGE YES NO

PLEASE READ THE FOLLOWING CAREFULLY VOK

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

12 * Tables + 50 Chairs Needed

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 Application for Building Permit)

APPLICANT/ORGANIZATION: Afro Caribbean Cultural Center

Please check below specific item(s):

Building Usage Fees ☑ Custodial Fees ☑

SCHOOL/ROOMS REQUESTED: Classrooms and parking lot

DATE(S): 08/16/2025 TIMES: 11 am to 2 pm

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

07/15/2025
Date

Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

$ _____	$ 420.00	$ _____
Building Usage Fees	Custodial Fees	Security Deposit

BOARD USE ONLY

The Board of Education approved/denied the above referenced waiver request(s) at their regular meeting of _____

ATTEST: _____
Clerk, Board of Education

Book

DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT
SCHOOL BUSINESS OFFICE
236 GRAND ST., WATERBURY, CT 06702 CONTRACT#
USE OF BUILDING PERMIT
TYPE OR USE PEN AND PRESS FIRMLY

APPLICANT Shelby Dirks NAME OF ORGANIZATION City Youth Theater

ADDRESS 42 Mountain Laurel Dr Waterbury CT 06704 TELEPHONE # 2034370325
(street) (city) (state) (zip code)

SCHOOL REQUESTED Crosby DATES 9/5 9/6 ROOM(S) Auditorium

OPENING TIME 5p CLOSING TIME 10p PURPOSE theater production

ADMISSION (if any) $10.00 CHARGE TO BE DEVOTED TO Expenses

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS ~~5~~ 40 CHILDREN 5

SIGNATURE OFAPPLICANT [signature] DATE 6/5/25

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:
Shelby Dirks 203 4370325 42 Mountain Laurel Dr.

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. SD (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: $42/HR plus 1 HR SERVICE PER CUST. (2) ($1,008.)

RENTAL FEES:

MISCELLANEOUS FEES: Tech. $55/HR. ($110.)

SECURITY DEPOSIT $ INSURANCE COVERAGE YES NO

PLEASE READ THE FOLLOWING CAREFULLY

Friday 4-9pm
Saturday 12-5pm

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 Use of Building Permit)

APPLICANT/ORGANIZATION: City Youth theater

Please check below specific item(s):

Building Usage Fees ☐ Custodial Fees ☐

SCHOOL/ROOMS REQUESTED: Crosby

DATE(S): Sept 5, 2025 TIMES: 4p - 9p

DATE(S): Sept 6, 2025 TIMES: 12p - 5p

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

7-16-25
Date

Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

$ _____ Building Usage Fees

$ 1668.00 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

Book

CONTRACT#

APPLICANT DENNIS CRONIN NAME OF ORGANIZATION TOWN PLOT SPORTS

ADDRESS 4 HUNTINGDON PL WTBY CT 06708 TELEPHONE # 203-600-4700
(street) (city) (state) (zip code)

SCHOOL REQUESTED WEST SIDE DATES 10/8/25 - 3/11/26 WEDS ROOM(S) GYMNASIUM

OPENING TIME 5:30 CLOSING TIME 8:30 PURPOSE BASKETBALL

ADMISSION (if any) CHARGE TO BE DEVOTED TO

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 5 CHILDREN 20

SIGNATURE OFAPPLICANT Dennis Cronin DATE 7-9-25

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. DC (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. OR Wednesdays

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



COMMUNICATIONS



July 9, 2025 through
August 4, 2025

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut
Department of Human Resources
Office of the Civil Service Commission

June 3, 2025

Sheyla Rivera
404 Farmington Ave.
Waterbury, CT 06710

Dear Ms. Rivera:

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. #20250190) at $18.87 per hour. Please contact Wendy Johns, Director of Pupil Services at (203) 574-8019 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, August 14, 2025 at 9:00 a.m. at the Department of Education Training Room located at 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be August 20, 2025 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. Schwartz, Supt. of Schools
Wendy Johns, 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

June 4, 2025

Amilcar DeGraca
149 Whitney Ave.
Bridgeport, CT 06606

Dear Mr. DaGraca:

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. #20250638) at $17.90 per hour. Please contact Mike 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, June 20, 2025 at 9:00 a.m. at the Department of Education Training Room, located in the Chase Municipal Building, 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be June 23, 2025 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. Schwartz, 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

June 10, 2025

Tyree Williams
122 Thunderbird Dr.
Naugatuck, CT 06770

Dear Mr. Williams:

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. #20250646) at $17.90 per hour. Please contact Mike Konopka, School Inspector at (203) 574-8000 ext. 11221 with any questions you may have in regards to this position.

Your first day reporting to your new department/supervisor will be June 26, 2025 at your regular scheduled time.

We have scheduled your orientation for Thursday, July 3, 2025 at 9:00 a.m. at the Department of Education Training Room, located in the Chase Municipal Building, 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City.

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
Darren Schwartz, 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

June 16, 2025

Mark Rosario
200 Easton Ave.
Waterbury, CT 06705

Dear Mr. Rosario:

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. #20250722) at $17.90 per hour. Please contact Mike 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 Friday, June 20, 2025 at 9:00 a.m. at the Department of Education Training Room, located in the Chase Municipal Building, 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be June 23, 2025 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. Schwartz, 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

July 15, 2025

Daniela Martinez-Jaramillo
23 Pearl Lake Rd., Unit 9
Waterbury, CT 06706

Dear Ms. Martinez-Jaramillo:

Your name is being certified to the Department of Education for the position of Maintainer I (Req. #20250717) at $18.58 per hour.

Your official start date will be August 14, 2025.

We have scheduled your orientation for Thursday, August 14, 2025 at 2:15 p.m. at the Department of Education Training Room located at 236 Grand Street, 2nd Floor, Room 275 in Waterbury. This portion of the orientation will be regarding the Pension and Benefits with the City of Waterbury. You must attend this orientation session in order to work for the City. Please be prepared to remain for approximately 2 hours.

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.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd

cc: Board of Education
Darren Schwartz, 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

July 16, 2025

Davon James
19 Eastwood Ave.
Waterbury, CT 06705

Dear Mr. James:

Your name is being certified to the Department of Education for the position of Maintainer II (Req. #20250777) at $21.71 per hour.

Your official start date in this position will be July 17, 2025.

Please contact Mike 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 6 months in duration. The department head will be responsible for executing your probationary evaluation no later than 6 months from your first day in your new position.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd
cc: Board of Education
Dr. Schwartz, Supt. of Schools
Mike 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

July 23, 2025

Dustin Byrne
Oxford CT 06478

Dear Mr. Byrne:

Your name is being certified to the Department of Education for the position of Maintainer I (Req. #20250830) at $18.58 per hour.

Your official start date is July 31, 2025.

We have scheduled your orientation for Thursday, July 31, 2025 at 2:15 p.m. at the Department of Education Training Room located at 236 Grand Street, 2nd Floor, Room 275 in Waterbury. This portion of the orientation will be regarding the Pension and Benefits with the City of Waterbury. You must attend this orientation session in order to work for the City. Please be prepared to remain for approximately 2 hours.

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.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd

cc: Board of Education
Darren Schwartz, 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

July 24, 2025

Juan Mendoza
177 Michael Dr.
Southington, CT 06489

Dear Mr. Mendoza:

Your name is being certified to the Department of Education for the position of Deputy Superintendent of Schools (REQ #20250723). Your salary will be negotiated.

Your official start date in this position was July 10, 2025.

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,

Tara Shaw
Director of Human Resources

TS/sd

cc: Board of Education
Darren Schwartz, Supt of Schools
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

July 25, 2025

Denise Gomez
104 Willis St.
New Haven, CT 06511

Dear Ms. Gomez:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Human Resources Assistant (Req. #20250066) at $31.21 per hour. Please contact Juan Mendoza, Assistant Superintendent of Schools at (203) 574-8000 ext. 11207 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, July 31, 2025 at 10:15 a.m. at the Department of Education Training Room located in the Chase Municipal Building, 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be July 31, 2025 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
Darren Schwartz, Supt of Schools
Juan Mendoza, Asst Supt. of Schools
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

July 30, 2025

Billy Torres
40 Irving St., 1D
Waterbury, CT 06710

Dear Mr. Torres:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Maintainer II (Req. #20250614) at $21.71 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.

Your first day reporting to your new department/supervisor will be August 7, 20025 at your regular scheduled time.

We have scheduled your orientation for Thursday, August 14, 2025 at 9:15 a.m. at the Department of Education Training Room located in the Chase Municipal Building, 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City.

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
Darren Schwartz, Supt of Schools
Michal Konopka, School Inspector
file

From:	Terrell A. Pitts
To:	Carrie Swain; Darren Schwartz; JUANITA HERNANDEZ; ELIZABETH BROWN
Subject:	Empowering Students partnership
Date:	Wednesday, July 30, 2025 12:20:41 AM

EXTERNAL MAIL- Think before you click. Always verify the sender's email address, not just the display name. Watch for unusual requests or urgency. If suspicious, contact the sender via a known method before taking action. More than 90% of successful cyber attacks start with a phishing email. This email originated from outside the District.

Dear Members of the Waterbury Board of Education,

My name is Terrell Pitts, and I'm the co-founder of MakeOver2710 Inc., a local nonprofit organization rooted in purpose, mentorship, and mental health resilience for youth. As a lifelong resident of Waterbury, I am reaching out to propose a powerful and transformational workshop experience for our students—the "Warrior Way Program"—which we would love to offer as a one-day or two-day event at your schools.

This isn't just a professional pitch—this is deeply personal for me.

I grew up in Waterbury. I remember what it felt like to sit in a classroom while silently struggling. I was the student who stayed back a grade. I remember feeling like I didn't belong, like I didn't have direction. No one was asking me what my purpose was—or if I even believed I had one.

But over the years, I've discovered that the very things that once made me feel behind have now positioned me to lead.

I've worked as a Certified Nursing Assistant, earned my Commercial Driver's License, completed my bachelor's degree, and I'm currently in the final stages of earning my master's degree in clinical mental health counseling. More importantly, I've dedicated my life to helping young people find the purpose and identity I once lacked. That's the heart behind MakeOver2710 and the Warrior Way Program.

How This Workshop Benefits Waterbury Students:

- **Career Discovery & Goal Setting**
  Students explore how their interests connect to real-life careers and clear understanding of why school is relevant. Information on Scholarships.

- **Mental Health & Resilience**
  Students learn how to name their experiences, build self-awareness, and gain hope.

- **Identity & Purpose Building**
  We create a safe space for students to ask: Why am I here? What am I capable of?"—questions I wish I had been asked earlier.

- **Engaging, Culturally Relevant Format**
  Our workshop includes dynamic speakers, media clips, games, prizes, and guided discussions—all designed to connect with students where they are.

We provide everything: speakers, materials, workshop activities, visuals, giveaways, and resource handouts. Whether it's for one day or two days, our aim is to leave a lasting impact that sparks change—academically, emotionally, and personally.

Waterbury students are full of untapped potential. They need experiences that speak their language, challenge their thinking, and nurture their soul. Warrior Way is designed to do just that.

I would love the opportunity to meet with you or a school representative to discuss how we can bring this to life in your schools. Thank you for your time and for all you do to serve the students of our city.

With deep respect and hope**,**

Terrell Pitts
Co-Founder, MakeOver2710 Inc.
makeover2710@gmail.com
203-519-0503
www.makeover2710.org

From:	Vasquez, Hennessey
To:	Carrie Swain
Subject:	Concern Regarding Racial Discipline Disparities in Waterbury Public School
Date:	Wednesday, July 30, 2025 11:31:23 PM
Attachments:	Copy of Copy of Open Letter Disproportionate Disciplinary Actions.docx

EXTERNAL MAIL- Think before you click. Always verify the sender's email address, not just the display name. Watch for unusual requests or urgency. If suspicious, contact the sender via a known method before taking action. More than 90% of successful cyber attacks start with a phishing email. This email originated from outside the District.

Dear Members,

I hope you all are well; My name is Hennessey Vasquez, and I am a writing to you to express my concern over the racial disparities in disciplinary actions taken against Black and Brown students in schools of the Waterbury School District.

I have attached an open letter addressed to the Board of Education expressing the urgency of this matter, in hopes that action will be taken to improve the practices exercised thought out the Waterbury School District. Data Shows that Black and Brown children are being suspended, both in and out of school, at much higher rates than their white peers.

In the attached open letter, I have also outlined several different actions that could be taken to improve the environment for Black and Brown child of Waterbury and am confident that you all will be successful in providing a more supportive environment.

Thank you,
Hennessey Vasquez

Hennessy Vasquez
5151 Park Avenue
Fairfield, CT 06825
vasquezh2@mail.sacredheart.edu
July 30th, 2025

Waterbury Board of Education
236 Grand Street
Waterbury, CT 06702

Dear Members of the Waterbury Board of Education,

My name is Hennessy Vasquez and I am writing to you not only as a concerned student working in the field of social work, but also a former student of the Waterbury education system. The reason for this letter is to bring attention to serious social issues that disproportionately affect students of color, especially in the Waterbury school system. The importance of equity and social justice for all children in the Waterbury school system, specifically Black and Brown children, is of the utmost importance because of the discipline disparities that are present.

According to the Report on Student Discipline in Connecticut Public Schools, the Waterbury Public School District has a consistently high suspension rate. More specifically, at least 15% of students of the Waterbury Public School District have been suspended in two school years, involving high rates of racial disparities regarding these suspensions. Another study conducted by The Civil Rights Project at the University of California, Los Angeles have shown that Waterbury is among the districts with the nation's highest Latinx out of-school suspension rates and also ranks among the highest for in-school suspension rates for the same behaviors exhibited by their white peers. It is not a baseless claim to argue that this is happening across the country. However, our backyard is our responsibility, and action must be taken in order to address these disproportionate disciplinary statistics when it comes to students of color in the Waterbury public school system. The disparities that Black and Brown students are being subjected to are both unfair and harmful, contributing to the school-to-prison pipeline and subjugating them to experiences not productive to their learning and success.

We cannot look at this issue as an isolated incident due to its larger implications on a structural issue that poisons every system of this nation. Critical Race Theory that these disparities are a product of a larger system that encourages and perpetuates racial inequality.

Because of the consistent data found on the racial disparities of disciplinary actions being taken in the Waterbury School District, I am urging the Board of Education to take action by:

- Implementing mandatory implicit bias and anti-racism trainings for all staff working in the Waterbury School District (from janitors to principals).
- Keeping record of all disciplinary actions as it pertains to race for review every marking period.
- Restricting the use of out of school suspensions for violent and severe behavior.
- Requiring second administrative authorization for any out of school or in school suspensions.

Having had experienced the Waterbury school system and witnessed these disproportionate disciplinary actions, it is imperative that something changes. These students deserve a real chance at education and success, instead of being subjugated by racial inequity in environments meant for them to work on their future.

Thank you for your attention to this matter and I hope that this is taken as seriously as its impact on this population. I am confident that the Board will see the gravity of this matter and will prioritize better outcomes for all students.

Sincerely,
Hennessy Vasquez

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut
Department of Human Resources
Office of the Civil Service Commission

August 1, 2025

Zachary Grillo
22 Courtland Ave.
Waterbury, CT 06705

Dear Mr. Grillo:

Your name is being certified to the Department of Education for the position of Maintainer II (Req. #20250609) at $21.71 per hour.

Your official start date in this position will be August 7, 2025.

Please contact Mike 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 6 months in duration. The department head will be responsible for executing your probationary evaluation no later than 6 months from your first day in your new position.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd
cc: Board of Education
Dr. Schwartz, Supt. of Schools
Mike 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

August 1, 2025

Jessica Russman
235 Belmont Ave., Apt. B
Waterbury, CT 06708

Dear Ms. Russman:

This is to inform you that your request for a voluntary demotion to the position of Food Service Worker (Req. #20240679) in the Department of Education – Food Service has been approved. Your rate of pay in this new assignment will be $17.48 per hour.

Your official start date in this position will be August 22, 2025.

I hope that you are happy in your new assignment.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd

cc: Board of Education
Dr. Schwartz, Supt. of Schools
Adam Shaban, Acting Food Serv Director
File