

FIFTEEN ROPE FERRY ROAD
WATERFORD, CT 06385-2886



PHONE: 860-442-0553

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RECEIVED FOR RECORD
WATERFORD, CT

2024 NOV -8 P 1:14

ATTEST: *David L. Campos*
TOWN CLERK

AGENDA
BOARD OF SELECTMEN REGULAR MEETING
Tuesday, November 12, 2024
5:00 PM
Waterford Town Hall (Appleby Room)

(Procedural Action: Check register to be signed by the Board of Selectmen in accordance with CGS 7-83)

1. **Call to Order & Roll Call:**
2. **Pledge of Allegiance**
3. **Public Comment:**
4. **Assessor:** To consider and act on the following request for a FY25 Out-of-Series Transfer from the Assessor, Paige Walton, in the amount of \$25.00 to cover clothing expenses, per negotiated contract and forward on to the Board of Finance if approved.
5. **Fire Services:** To consider and act on the following request for a FY25 In-Series Transfer from the Interim Director of Fire Services, Steve Dubicki, in the amount of \$5,000 to additional apparatus maintenance.
6. **Public Works:** To consider and act on a request for an appropriation from the Director of Public Works, Gary Schneider, in the amount of \$3,112 from Line #10111-52120 (Sewer) and forward on to the forward the Board of Finance if approved.
7. **Public Works:** To consider and act on a request for an appropriation from the Director of Public Works, Gary Schneider, in the amount of \$98,254 from Line #10111-52040 (Service Contracts and Repairs) and forward on to the forward the Board of Finance if approved.
8. **Recreation and Parks:** To consider and act on a request for an additional appropriation from the Director of Recreation and Parks, Ryan McNamara, in

the amount of \$1,197,250,000 for the Court Renovations and accessibility at Leary Park and forward on to the forward the Board of Finance if approved.

9. **Board of Education:** To consider and act on a request for an appropriation from the Director of Finance and Operations for the Board of Education, Joe Mancini, in the amount of \$1,147,000 for the Track and Field Turf Replacement and forward on to the forward the Board of Finance if approved.
10. **Board of Education:** To consider and act on a request for an appropriation from the Director of Finance and Operations for the Board of Education, Joe Mancini, in the amount of \$1,148,100 for the Tennis Court Replacement and forward on to the forward the Board of Finance if approved.
11. **Building Department:** To consider and act on the following request for a FY25 Out-of-Series Transfer from the Director of Planning, Jon Mullen, in the amount of \$150.00 to cover the clothing allowance and forward on to the Board of Finance if approved.
12. **Planning Department:** To consider and act on an appropriation in the amount of \$374,500, from the Director of Planning, Jon Mullen, from the Capital and Non-recurring designated line #20511-57870 (Mago Point Improvements), for the Town's contribution to the municipal/state improvements to the Mago Point parking lot and state launching area, pursuant to the contract provided with this Motion.
13. **Planning Department** – To consider and act on an appropriation in the amount of \$100,000, from the Director of Planning, Jon Mullen, from the Capital and Non-recurring designated line #20511-57767 (Nevins Cottage Structural Repairs), for Nevins Cottage Repairs and forward on to the Board of Finance if approved.
14. **First Selectman:** To consider and act on the following request for a FY25 Out-of-Series Transfer from the First Selectman, Rob Brule, in the amount of \$200.00 to cover the annual copier lease cost and forward on to the Board of Finance if approved.
15. **Appointments & Resignations:**
 - 15a. To consider and act on the reappointment of Robert Brule (R) to the

Retirement Commission to fill the term of 12/1/24-11/30/25 as a member.

15b. To consider and act on the reappointment of Robert Brule (R) to the Social Service Grant Committee to fill the term of 12/1/24-11/30/25 as a member.

15c. To consider and act on the re-appointment of Karen Barnett (U) to the Planning and Zoning Commission to fill the term of 11/15/24-11/14/29 as a member.

16. New Business:

17. Old Business:

18. Correspondence:

18a. Donations as of 9/2024

18b.

19. Consent Agenda

19a. Tax Refund

19b. Board of Selectmen Regular Meeting Minutes October 22, 2024

20. Adjournment:

TOWN OF WATERFORD TRANSFER REQUEST FORM

Out of Series Transfer Request

Assessor _____
DEPARTMENT _____

Line No.	Org. Code	Object Code	Object Description	APPROVED Budget Amount	ACCOUNT INCREASE	ACCOUNT DECREASE	REVISED Budget Amount
1	10104	51910	FRINGE BENEFITS - CLOTHING ALLOWANCE	250.00	25.00		275.00
2	10104	53020	OTHER SUPPLIES	750.00		(25.00)	775.00
							0.00
TOTAL					25.00	(25.00)	

Explanation

TO COVER OVERAGE FOR THE PURCHASE OF TOWN OF WATERFORD APPAREL/OUTERWEAR FOR THE ASSESSOR & ASST. ASSESSOR

FUNDS BEING MOVED TO LINE USED FOR THE ACTUAL EXPENDITURE.

NOTE THAT CLOTHING EXPENSE IS PER NEGOTIATED CONTRACT.

Paige S. Walton _____
Department Head

10/22/2024 _____
Date

Kim Allen _____
Director of Finance

10/24/2024 _____
Date

First Selectman

Date

Commission/Board Approval

Date

Town of Waterford, CT



YEAR-TO-DATE BUDGET REPORT

FOR 2025 13

	ORIGINAL APPROP	FRINGE/ADJ/STP	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
101 GENERAL FUND							
10104 ASSESSOR							
51110 ADMINISTRATION							
10104 51110	206,793.00	ADMINISTRATION 0.00	206,793.00	63,384.80	0.00	143,408.20	30.7%
51210 CLERICAL AND TECHNICAL							
10104 51210	45,797.00	CLERICAL AND TECHNICAL 0.00	45,797.00	13,368.89	0.00	32,428.11	29.2%
51910 FRINGE BENEFITS							
10104 51910	250.00	FRINGE BENEFITS 0.00	250.00	275.00	0.00	-25.00	110.0%
51920 F.I.C.A.							
10104 51920	19,343.00	F.I.C.A. 0.00	19,343.00	5,747.92	0.00	13,595.08	29.7%
52010 ADVERTISING							
10104 52010	300.00	ADVERTISING 0.00	300.00	197.50	0.00	102.50	65.8%
52020 POSTAGE							
10104 52020	1,720.00	POSTAGE 0.00	1,720.00	190.56	0.00	1,529.44	11.1%
52030 PROFESSIONAL FEES							
10104 52030	250.00	PROFESSIONAL FEES 24,500.00	24,750.00	12,750.00	12,000.00	0.00	100.0%

Town of Waterford, CT



YEAR-TO-DATE BUDGET REPORT

FOR 2025 13							
	ORIGINAL APPROP	TRANS/ADJUSTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
52000 SERVICE CONT AND REPAIRS							
10104 52040	6,350.00	SERVICE CONT. AND REPAIRS 0.00	6,350.00	644.52	1,289.04	4,416.44	30.4%
52050 DUES CONFER							
10104 52050	3,290.00	DUES, CONFERENCES & EDUCAT 0.00	3,290.00	340.00	0.00	2,950.00	10.3%
53020 OTHER SUPPLIES							
10104 53020	750.00	OTHER SUPPLIES 0.00	750.00	276.62	0.00	473.38	36.9%
53200 PRICING BOOKS							
10104 53200	2,370.00	PRICING BOOKS 0.00	2,370.00	1,190.00	0.00	1,180.00	50.2%
TOTAL ASSESSOR							
	287,213.00	24,500.00	311,713.00	98,365.81	13,289.04	200,058.15	35.5%
TOTAL GENERAL FUND							
	287,213.00	24,500.00	311,713.00	98,365.81	13,289.04	200,058.15	35.5%
TOTAL EXPENSES							
	287,213.00	24,500.00	311,713.00	98,365.81	13,289.04	200,058.15	
GRAND TOTAL							
	287,213.00	24,500.00	311,713.00	98,365.81	13,289.04	200,058.15	35.5%

** END OF REPORT - Generated by Kimberly Allen **

#5

TOWN OF WATERFORD TRANSFER REQUEST FORM

In Series (Over \$1000)

FIRE SERVICES 10/22/24
DEPARTMENT

Line No.	Org. Code	Object Code	Object Description	APPROVED Budget Amount	CURRENT Available Budget	Budget Transfer INCREASE	Budget Transfer DECREASE	REVISED Available Budget
1	10123	53080	Apparatus Maintenance	\$ 20,000	\$ 689	5,000.00		\$ 5,689
2	10123	53070	Apparatus Repairs	\$ 110,000	\$ 43,640		(5,000.00)	\$ 38,640
				TOTAL		5,000.00	(5,000.00)	\$ -

Explanation:

1-2 The fleet is aging which involves more maintenance. In addition, the number of calls continue to increase which increases the need for additional regular maintenance to keep the fleet operational.

Funds are being transferred from repairs as there has been a lesser need this year on additional repairs while the need for additional routine maintenance has increased.

Email
Department Head

10/25/2024
Date

Kim Allen
Director of Finance

10/28/2024
Date

First Selectman

Date

Commission/Board Approval

Date

Town of Waterford, CT



YEAR-TO-DATE BUDGET REPORT

FOR 2025 13

ORIGINAL APPROP	TRANS/ADJUSTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
101 GENERAL FUND						
10123 FIRE SERVICES						
51110 ADMINISTRATION						
10123 51110	ADMINISTRATION 14,186.00	214,797.00	58,607.16	0.00	156,189.84	27.3%
51120 INSPECTION						
10123 51120	INSPECTION 83,385.00	83,385.00	26,982.96	0.00	56,402.04	32.4%
51210 CLERICAL AND TECHNICAL						
10123 51210	CLERICAL AND TECHNICAL 0.00	167,150.00	52,157.76	0.00	114,992.24	31.2%
51240 EDUCATIONAL INCENTIVE						
10123 51240	EDUCATIONAL INCENTIVE 0.00	13,240.00	2,240.00	0.00	11,000.00	16.9%
51410 FIRE FIGHTING						
10123 51410	FIRE FIGHTING 49,227.00	1,336,565.00	410,094.78	0.00	926,470.22	30.7%
51411 INCENTIVE PROGRAM STIPENDS						
10123 51411	INCENTIVE PROGRAM STIPENDS 0.00	50,000.00	0.00	0.00	50,000.00	.0%
51412 PART TIME FIRE FIGHTING						
10123 51412	PART TIME FIRE FIGHTING 0.00	175,000.00	39,618.23	0.00	135,381.77	22.6%

Town of Waterford, CT



YEAR-TO-DATE BUDGET REPORT

FOR 2025 13									
ORIGINAL APPROP		TRANS/ADJUSTS		REVISED BUDGET		YTD EXPENDED		ENCUMBRANCES AVAILABLE BUDGET % USED	
51810 OVERTIME									
10123	51810	OVERTIME	8,000.00	0.00	8,000.00	44,056.87	0.00	-36,056.87	550.7%
51812 FIRE INSPECTORS' OVERTIME									
10123	51812	FIRE INSPECTORS' OVERTIME	5,000.00	0.00	5,000.00	1,191.60	0.00	3,808.40	23.8%
51820 REPLACEMENT OVERTIME									
10123	51820	REPLACEMENT OVERTIME	165,000.00	0.00	165,000.00	38,148.78	0.00	126,851.22	23.1%
51830 TRAINING & EDUCATION									
10123	51830	TRAINING OVERTIME	10,000.00	0.00	10,000.00	850.20	0.00	9,149.80	8.5%
51920 F.I.C.A.									
10123	51920	F.I.C.A.	165,601.00	0.00	165,601.00	48,584.39	0.00	117,016.61	29.3%
52010 ADVERTISING									
10123	52010	ADVERTISING	400.00	0.00	400.00	391.76	0.00	8.24	97.9%
52020 POSTAGE									
10123	52020	POSTAGE	250.00	0.00	250.00	6.79	0.00	243.21	2.7%
52030 PROFESSIONAL FEES									
10123	52030	PROFESSIONAL FEES	2,500.00	0.00	2,500.00	327.55	0.00	2,172.45	13.1%

Town of Waterford, CT



YEAR-TO-DATE BUDGET REPORT

FOR 2025 13

	ORIGINAL APPROP	TRANS/ADJUSTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
52040 SERVICE CONT AND REPAIRS							
10123 52040	21,000.00	SERVICE CONT. AND REPAIRS 0.00	21,000.00	9,276.81	1,907.95	9,815.24	53.3%
52050 DUES/CONF							
10123 52050	38,000.00	DUES, CONFERENCES & EDUCAT -2,686.00	35,314.00	8,297.46	5,913.70	21,102.84	40.2%
52060 PRINTING							
10123 52060	100.00	PRINTING 0.00	100.00	0.30	0.00	99.70	.3%
52070 REIMBURSABLE EXPENSES							
10123 52070	1,000.00	REIMBURSABLE EXPENSES 0.00	1,000.00	0.00	0.00	1,000.00	.0%
52080 TELEPHONE							
10123 52080	29,500.00	TELEPHONE 0.00	29,500.00	8,359.24	19,129.34	2,011.42	93.2%
52090 PUBLIC SAFETY AWARENESS							
10123 52090	4,000.00	PUBLIC SAFETY AWARENESS 0.00	4,000.00	1,674.63	0.00	2,325.37	41.9%
52305 OSHA COMPLIANCE							
10123 52305	1,800.00	OSHA COMPLIANCE 0.00	1,800.00	970.00	0.00	830.00	53.9%
52310 EXAMINATIONS							
10123 52310	10,000.00	EXAMINATIONS 0.00	10,000.00	958.00	9,042.00	0.00	100.0%

Town of Waterford, CT



YEAR-TO-DATE BUDGET REPORT

FOR 2025 13									
	ORIGINAL APPROP	TRANS/ADJUSTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	IN USED		
52320 RENTAL OF HYDRANTS									
10123 52320	579,000.00	RENTAL OF HYDRANTS 0.00	579,000.00	135,237.44	443,762.56	0.00	100.0%		
52370 CLOTHING OR UNIFORM ALLOW									
10123 52370	23,000.00	CLOTHING OR UNIFORM ALLOW 0.00	23,000.00	5,802.17	869.24	16,328.59	29.0%		
52371 FIRE POLICE									
10123 52371	1,250.00	FIRE POLICE 0.00	1,250.00	391.55	0.00	858.45	31.3%		
52372 INSURANCE									
10123 52372	142,000.00	INSURANCE 4,123.00	146,123.00	146,123.00	0.00	0.00	100.0%		
52373 LP GAS									
10123 52373	5,600.00	LP GAS 0.00	5,600.00	735.87	0.00	4,864.13	13.1%		
52374 CABLE TELEVISION									
10123 52374	7,500.00	CABLE TELEVISION 0.00	7,500.00	2,115.33	3,581.38	1,803.29	76.0%		
52375 GROUND LADDER TESTING									
10123 52375	7,800.00	GROUND LADDER TESTING -305.00	7,495.00	0.00	5,337.50	2,157.50	71.2%		
52376 HYDRAULIC TESTING									
10123 52376	3,200.00	HYDRAULIC TESTING 3,100.00	6,300.00	4,906.30	713.68	680.02	89.2%		

Town of Waterford, CT



YEAR-TO-DATE BUDGET REPORT

FOR 2023-13									
	ORIGINAL APPROP	TRANSADJUSTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	USE%		
52377 BREATHING APPARATUS TESTING									
10123 52377	9,800.00	BREATHING APPARATUS TESTING 0.00	9,800.00	300.13	9,000.00	499.87	94.9%		
52378 BUILDING MAINTENANCE									
10123 52378	84,000.00	BUILDING MAINTENANCE -10,488.00	73,512.00	32,817.51	12,286.20	28,408.29	61.4%		
52379 HOSE TESTING AND REPAIRS									
10123 52379	9,950.00	HOSE TESTING AND REPAIRS 305.00	10,255.00	0.00	10,254.87	0.13	100.0%		
52387 PUMP TESTING SERVICES									
10123 52387	4,500.00	PUMP TESTING SERVICES 0.00	4,500.00	1,200.00	0.00	3,300.00	26.7%		
52392 GENERATOR MAINTENANCE & REPAIRS									
10123 52392	9,500.00	GENERATOR MAINTENANCE & REPAIR 5,951.00	15,451.00	11,087.22	1,000.00	3,363.78	78.2%		
53010 OFFICE SUPPLIES									
10123 53010	1,000.00	OFFICE SUPPLIES 0.00	1,000.00	0.00	0.00	1,000.00	0%		
53020 OTHER SUPPLIES									
10123 53020	10,000.00	OTHER SUPPLIES 0.00	10,000.00	1,618.15	0.00	8,381.85	16.2%		
53021 CONSUMABLE SUPPLIES									
10123 53021	4,500.00	CONSUMABLE SUPPLIES 0.00	4,500.00	775.80	0.00	3,724.20	17.2%		

Town of Waterford, CT



YEAR-TO-DATE BUDGET REPORT

FOR 2025 13									
	ORIGINAL APPROP	TRANS/ADJUSTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED		
53070 AUTO REPAIRS									
10123 53070	110,000.00	AUTO REPAIRS 0.00	110,000.00	48,611.57	17,748.42	43,640.01	60.3%		
53080 AUTOMOTIVE MAINTENANCE									
10123 53080	20,000.00	AUTOMOTIVE MAINTENANCE 0.00	20,000.00	14,317.67	4,992.75	689.58	96.6%		
53085 MARINE REPAIRS									
10123 53085	5,000.00	MARINE REPAIRS 0.00	5,000.00	1,085.66	0.00	3,914.34	21.7%		
53090 FUELS AND LUBRICANTS									
10123 53090	42,000.00	FUELS AND LUBRICANTS 0.00	42,000.00	10,369.74	380.91	31,249.35	25.6%		
53100 TIRES									
10123 53100	7,000.00	TIRES 0.00	7,000.00	6,665.49	0.00	334.51	95.2%		
53110 COMPUTER SUPPLIES									
10123 53110	1,000.00	COMPUTER SUPPLIES 0.00	1,000.00	228.98	0.00	771.02	22.9%		
53111 FF PROTECTIVE CLOTHING									
10123 53111	35,000.00	FF PROTECTIVE CLOTHING 0.00	35,000.00	2,530.55	6,745.00	25,724.45	26.5%		
53112 FIREFIGHTING SUPPLIES									
10123 53112	9,500.00	FIREFIGHTING SUPPLIES 0.00	9,500.00	705.00	2,900.00	5,895.00	37.9%		

Town of Waterford, CT



YEAR-TO-DATE BUDGET REPORT

FOR 2025 13									
ORIGINAL APPROP		TRANS/ADJUSTS		REVISED BUDGET		YTD EXPENDED		ENCUMBRANCES AVAILABLE BUDGET % USED	
53113 VOLUNTEER RESPONDER AWARDS									
10123 53113	5,000.00	VOLUNTEER RESPONDER AWARDS	0.00	5,000.00	1,199.50	0.00	3,800.50	24.0%	
53114 MEDICAL SUPPLIES									
10123 53114	6,500.00	MEDICAL SUPPLIES	0.00	6,500.00	2,755.77	1,836.81	1,907.42	70.7%	
53115 VOLUNTEER FIREFIGHTER SUPPLIES									
10123 53115	3,000.00	VOLUNTEER FIREFIGHTER SUPPLIES	0.00	3,000.00	0.00	0.00	3,000.00	.0%	
54060 OFFICE EQUIPMENT									
10123 54060	1,200.00	OFFICE EQUIPMENT	0.00	1,200.00	0.00	0.00	1,200.00	.0%	
54202 EQUIPMENT - FIRE INVESTIGATIONS									
10123 54202	750.00	EQUIPMENT - FIRE INVESTIGATIONS	0.00	750.00	54.96	0.00	695.04	7.3%	
54218 FIREFIGHTER EQUIPMENT									
10123 54218	24,000.00	FIREFIGHTER EQUIPMENT	0.00	24,000.00	900.62	4,271.94	18,827.44	21.6%	
54220 RADIO/EMERGENCY LIGHTS									
10123 54220	9,500.00	RADIO/EMERGENCY LIGHTS	0.00	9,500.00	3,208.57	1,291.43	5,000.00	47.4%	
54222 RESCUE TRUCK EQUIPMENT									
10123 54222	5,500.00	RESCUE TRUCK EQUIPMENT	0.00	5,500.00	0.00	0.00	5,500.00	.0%	

Town of Waterford, CT



YEAR-TO-DATE BUDGET REPORT

FOR 2025-13

ORIGINAL APPROP	TRANS/ADJUSTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
54226 EQUIPMENT						
10123 54226	EQUIPMENT	6,000.00	0.00	0.00	6,000.00	.0%
TOTAL FINE SERVICES						
3,652,425.00	63,413.00	3,695,838.00	1,188,539.82	502,965.68	1,944,332.50	47.4%
TOTAL GENERAL FUND						
3,652,425.00	63,413.00	3,695,838.00	1,188,539.82	502,965.68	1,944,332.50	47.4%
TOTAL EXPENSES						
3,652,425.00	63,413.00	3,695,838.00	1,188,539.82	502,965.68	1,944,332.50	47.4%
GRAND TOTAL						
3,652,425.00	63,413.00	3,695,838.00	1,188,539.82	502,965.68	1,944,332.50	47.4%

** END OF REPORT - Generated by Kimberly Allen **

INTER-OFFICE MEMORANDUMTOWN OF WATERFORD

To: Rob Brule, First Selectman
From: Gary J. Schneider, Director of Public Works
Cc: Kimberly Allen, Finance Director
Date: October 24, 2024
Re: Building Maintenance Budget

The Building Maintenance Budget could not defer addressing these issues to next fiscal year. The approved Building Maintenance is lean and will require additional funding to get through this fiscal year without running in the negative.

Please place this on the next Board of Selectman agenda for consideration.

Line item 10111-52120

I am requesting an additional \$3,112 for line item 10111-52120 to bring this line item back into balance.

- Error in billing for sewer accounts for Town Buildings – (\$3,112). The Department received a memorandum from the Utility Commission explaining that after a review of their accounts, there was an issue with the billing. (See attachment). *The facility charge is now corrected, but brings the billing for the two locations higher than budgeted.* I am requesting an additional \$3,112 for line item 10111-52120.

Line item 10111-52040

I am requesting an additional \$98,254 for line item 10111-52040 to bring this line item back into balance.

- Dehumidifiers for the Town Hall, EOC – (\$9,055). The summer's high humidity caused mold growth on furniture and cabinetry in the Auditorium at Town Hall. There was also mold growth on the furniture in the EOC at the Public Safety Facility. Large portable units were purchased, placing 4 units at Town Hall and 1 unit in the EOC. Deployment of the units drove the relative humidity level to the low 50% range. During the winter, the units will remain on site ready for deployment for next summer. The long range solution for the EOC is included in a Capital project to replace the HVAC equipment. For the Town Hall, we are working with our HVAC Engineer to investigate the control software and the roof top units ensuring that they are working together.
- Temporary A/C units for the library (3 months) – (\$29,817). The remaining roof top unit (the Library has 2) failed in the cooling mode. Without having this unit on line, there was no AC in the building. The unit was over 30 years old and used R-22 Freon which is no longer manufactured. Repair of the unit was not cost

effective as this unit and the other failed roof top unit will be replaced this spring as part of the HVAC project to replace the buildings' HVAC systems. Eleven portable units were rented for 3 months. Positioned throughout the entire first floor, the hot air was exhausted through the side windows by sliding the window up and installation a plywood blank. Not only was the areas cooled, they were also dehumidified. The Board of Education assisted Public Works staff in setting this up. The Library remained fully functional with the installation of these units.

- Service Calls and Monitoring BMS for the Community Center – (\$8,895). This is for professional monitoring and service calls to the BMS system. Now that we have the system installed to monitor and control the heating, ventilation and cooling, we can't let the system backslide into the mess we had before. Monitoring would immediately identify issues with equipment that are outside the set parameters for building comfort and energy efficiency. This contract will also "reset" the controls every 3 months before each change of season to ensure the repair technicians and facility personnel have not forgotten to return the controls back to the presets after an event or maintenance events. This will be a reoccurring item in the budget starting in the FY26 budget.
- Repair of the roof drain at the Library - (\$5,250). The drain is a low point in the roof and drains water from the roof through interior piping. The piping at the roof line had rusted out. The repair consisted of replacing the pipe and a roof patch. The roof is being programmed to be replaced after the HVAC project has been completed.
- Custodial service – (\$39,610). We are currently in the 3rd year of this contract. (This is the 1st year extension of the original 2 year contract). The Department, in developing the budget for the current year's budget, prepared the budget for submittal in November of 2023 where we used \$127,418. Not known to us was an increase in services due to Recreation & Parks not filling the position for the custodian. We received a contract for this fiscal year that was \$39,610 more than the amount in the budget.
- HVAC contractor – (\$5,627). The contract for this vendor was also negotiated to extend their contract for PM services for FY 25. The budget was prepared in November of 2023 and set \$55,958 for their services. The contract is now \$61,585, an increase \$5,627.

1000 HARTFORD TURNPIKE



WATERFORD, CT 06385

October 21, 2024

Waterford Town of Public Safety Complex

15 Rope Ferry Rd

Waterford, CT 06385

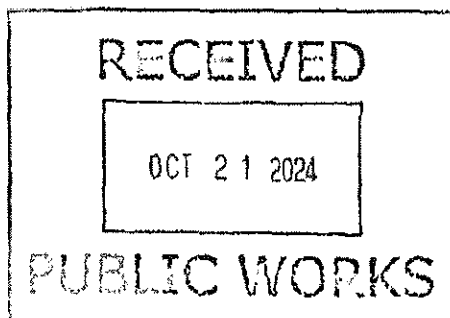
Dear Mr. Gary Schnelder, Director of Public Works

It has come to our attention during a routine review of our accounts that your wastewater account for the facilities located at 200 & 204 Boston Post Rd has not been billed the correct Facility Charge since July of 2023. Therefore, you should have seen a one-time adjustment in the amount of \$1,082.40 for 200 Boston Post Rd. and \$ 2,028.18 for 204 Boston Post Rd. on your August invoice for the portion of the previously unbilled Facility Charges. Included with this letter is a worksheet of how your adjustment was calculated. We apologize for any inconvenience this may have caused.

Sincerely,

A handwritten signature in cursive script that reads "Amy L. Windle".

Amy Windle
Office Coordinator



WATERFORD UTILITY COMMISSION

1000 HARTFORD TURNPIKE, WATERFORD, CT 06385

MAIL PAYMENTS TO: PO BOX 310, WATERFORD, CT 06385

PHONE: 860-444-5886

EMAIL: WUC@WATERFORDCT.ORG

200 Boston Post Rd-Youth Family Services

Date	Billed	Correct Charge	Difference Owed
7/3/2023	\$ 45.00	\$ 261.00	\$ 216.00
8/24/2023	\$ 45.00	\$ 261.00	\$ 216.00
11/17/2023	\$ 45.00	\$ 261.00	\$ 216.00
2/8/2024	\$ 40.00	\$ 232.00	\$ 192.00
5/20/2024	\$ 50.50	\$ 292.90	\$ 242.40
			\$ 1,082.40 Balance Owed

204 Boston Post Rd-Public Safety

7/3/2023	\$ 45.00	\$ 460.80	\$ 415.80
8/24/2023	\$ 45.00	\$ 460.80	\$ 415.80
11/17/2023	\$ 45.00	\$ 460.80	\$ 415.80
2/5/2024	\$ 35.50	\$ 363.52	\$ 328.02
5/20/2024	\$ 49.00	\$ 501.76	\$ 452.76
			\$ 2,028.18 Balance Owed

FIFTEEN ROPE FERRY ROAD



WATERFORD, CT 06385-2886

The Recreation and Parks department would like to submit a request for an additional appropriation to support the completion of two critical projects in Waterford: Town Hall basketball court and court renovations and accessibility at Leary Park. By combining these initiatives, we aim to achieve significant cost savings while enhancing the quality and accessibility of recreational facilities for our community.

As the projects progress, it has become apparent that an additional appropriation is essential to seamlessly integrate these initiatives, thereby ensuring cost efficiency and timely completion

Justification for Additional Appropriation

- **Cost savings:** By combining resources for post-tension concrete and accessible pathways, economies of scale can be leveraged. This integration reduces overall material and labor costs, minimizing redundant expenses.
- **Project Synergy:** Aligning these projects under a unified budget allows for synchronized planning and execution. This synergy not only streamlines processes but also mitigates potential delays, ensuring both projects meet their deadlines.
- **Enhanced Structural Integrity:** Post-tension concrete is critical for the durability and safety of the infrastructure. The additional funds will ensure the use of high-quality materials and techniques, thereby extending the lifespan and reliability of the construction.
- **Inclusivity and Accessibility:** Prioritizing accessible pathways reaffirms our commitment to inclusivity. The additional appropriation ensures that all community members can benefit from safe and accessible infrastructure.

Financial Implications: The requested additional appropriation will be allocated towards:

- **Procurement of high-quality post-tension concrete materials.**
- **Labor and equipment for the combined execution of the projects.**
- **Design and construction of accessible pathways that meet all regulatory standards.**

Project Overview (Please refer to attachments for specs and visual representations)

1. Post-Tension Concrete Playing Surfaces

The installation of post-tension concrete playing surfaces will provide durable, high-performance areas suitable for a variety of sports and activities. This advanced technology offers superior strength and longevity compared to traditional surfaces, reducing maintenance costs over time. The anticipated benefits include:

- Increased usage of park facilities due to improved playability.
- Enhanced safety for users, minimizing the risk of injuries associated with less durable surfaces.
- Greater community engagement through the hosting of local sporting events.

2. Accessible Pathways

The creation of accessible pathways is essential for ensuring that all community members can enjoy the park's amenities. These pathways will comply with ADA standards and provide:

- Safe and convenient access to all park areas for individuals with mobility challenges.
- Enhanced connectivity between different park facilities, encouraging more visitors.
- Opportunities for inclusive community events and activities.

3. Cost Savings Through Combined Projects

By undertaking these two projects concurrently, we can realize significant cost efficiencies. Key factors contributing to these savings include:

- **Economies of Scale:** Coordinating the construction activities will reduce labor and material costs. By scheduling the projects together, we can negotiate better rates with contractors and suppliers, minimizing overall expenses.
- **Streamlined Management:** Managing both projects simultaneously will reduce administrative overhead and improve project oversight, ensuring that resources are utilized efficiently.
- **Reduced Disruption:** Completing both projects at once will limit the disruption to park users and surrounding neighborhoods, allowing for a quicker return to full park operation.

Funding Request

To facilitate these projects, we are requesting an additional appropriation of **\$1,197,250** to cover the costs required to fulfill project requirements. This funding will enable us to finalize both projects (in conjunction with approved Town Hall basketball court project) and ensure that they meet our community's standards for quality and accessibility.

Why choose cooperative purchasing?

Connecticut cooperative purchasing and engaging a single company to manage an entire project, including in-house design, project development, and oversight, offer numerous advantages. Here are some key benefits:

Advantages of Connecticut Cooperative Purchasing

- 1. Cost Savings:**
 - Cooperative purchasing leverages the collective buying power of multiple municipalities, leading to bulk discounts and reduced costs for goods and services.
- 2. Streamlined Procurement Process:**
 - Participating in cooperative purchasing simplifies the procurement process, reducing administrative burdens. Municipalities can avoid lengthy bidding processes and access pre-negotiated contracts.
- 3. Access to a Broader Range of Vendors:**
 - Cooperative purchasing allows municipalities to tap into a wider selection of suppliers, often leading to better quality products and services.
- 4. Time Efficiency:**
 - By utilizing existing contracts, municipalities can expedite project timelines and ensure quicker access to necessary resources.
- 5. Shared Expertise:**
 - Cooperative purchasing often involves collaboration among municipalities, allowing for shared knowledge and best practices in procurement.

Advantages of a Single Company Holding Full Accountability

- 1. Centralized Accountability:**
 - Having one company responsible for the entire project ensures clear lines of accountability. This minimizes the risk of miscommunication and finger-pointing between contractors, designers, and subcontractors.
- 2. Integrated Project Management:**
 - A single entity overseeing the project can facilitate better coordination between design and construction phases, leading to a more cohesive and efficient workflow.
- 3. Consistent Quality Control:**
 - With in-house design and oversight, the company can maintain quality standards throughout the project. This ensures that the vision is consistently executed from concept to completion.

4. Streamlined Communication:

- Engaging one company reduces the complexity of communication, making it easier for stakeholders to discuss concerns and receive updates. This fosters a more collaborative environment.

5. Comprehensive Risk Management:

- A single company can effectively identify and mitigate risks throughout the project lifecycle, providing greater assurance that potential issues are addressed proactively.

6. Enhanced Innovation:

- Companies that manage both design and construction can implement innovative solutions that might be overlooked in a traditional project setup. They can adapt designs in real-time based on practical construction insights.

7. Cost Efficiency:

- A single company managing all aspects of the project can lead to cost savings by optimizing resources, reducing redundancies, and minimizing delays.

8. Long-term Relationship:

- Establishing a partnership with one company fosters a stronger working relationship, which can lead to better service and support throughout the project and beyond.

In summary, utilizing Connecticut cooperative purchasing combined with a single accountable company for design and project oversight can significantly enhance efficiency, reduce costs, and improve project outcomes for municipalities. This integrated approach ultimately supports the goal of delivering high-quality services to the community.

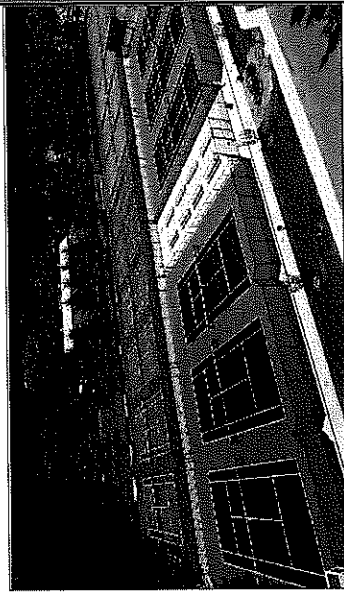
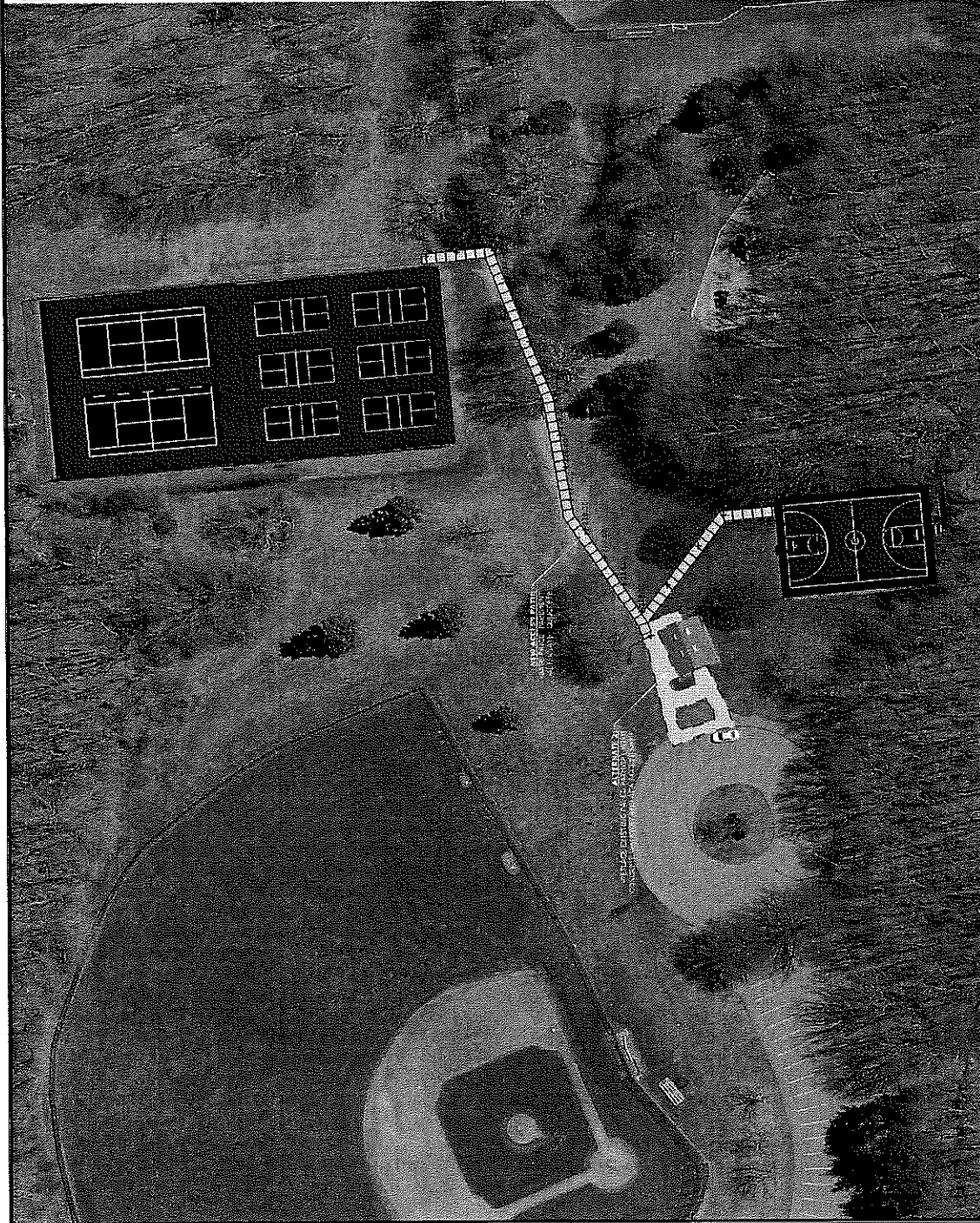
Conclusion

The proposed improvements at Leary Park represent a significant investment in the well-being and accessibility of our community. By approving this additional appropriation, the respective Boards will not only enhance recreational opportunities for Waterford residents but also demonstrate a commitment to fostering an inclusive environment for all. We seek your support in optimizing resource allocation as well as guaranteeing the delivery of robust and inclusive community infrastructure.

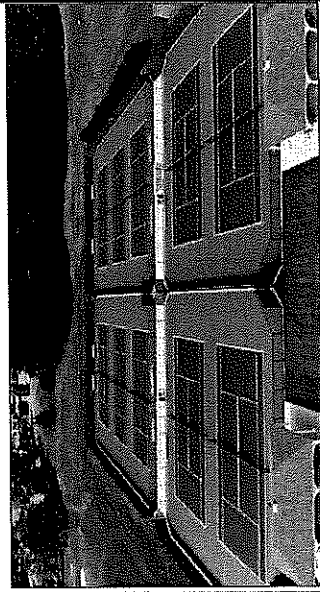
We appreciate your consideration of this request and look forward to your support in bringing these important projects to fruition.

Sincerely,

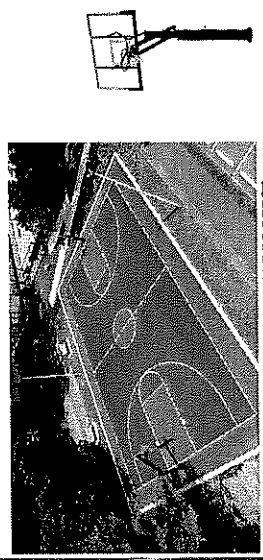
Ryan McNamara, Director of Recreation and Parks



EXAMPLE PROJECT



EXAMPLE PROJECT



EXAMPLE PROJECT



LEARY PARK COURT IMPROVEMENTS

VAUXHALL STREET
WATERTOWN, CONNECTICUT



OCTOBER 23, 2024

CONCEPT PLAN

COOP PRICING PROPOSAL



Waterford Leary Park Court Renovations



October 28, 2024

FieldTurf USA, Inc. is pleased to present the following proposal. FieldTurf pricing is based on the Capital Region Education Council (CREC) program. CREC is a member of The Association of Educational Purchasing Agencies (AEPA) program. The AEPA is a purchasing co-op that provides member schools with pre-determined preferential pricing by approved vendors. Since the product has already been bid at the national level, individual schools do not have to duplicate the formal bid process. AEPA IFB #024.



Click on the following AEPA hyperlink for more information: [AEPA IFB #24](#)

FieldTurf is pleased to offer to supply and install the following high performance artificial infilled turf system:

PROJECT SCOPE:

The base bid project scope includes a design build, turnkey approach with FieldTurf. The work will include associated design and implementation of various improvements for the tennis courts, basketball court and new access drives at Leary Park. These includes removal and replacement of the existing tennis courts, walkways and fencing. Furnishing and installation of 2 new post tension concrete tennis courts, 6 new post tension concrete pickleball courts, new post tension concrete basketball courts and new walkway to courts. Upon review of the site there is no ADA accessible route to either the tennis courts or basketball courts, this proposal would develop necessary access and parking as required to service those locations. A more detailed breakdown is listed below.

BASE BID

FIELD NAME	Waterford – Leary Park Tennis and Basketball
SQUARE FOOTAGE	+/-33,000 SF
FIELD MARKINGS	Tennis Court Markings (2), Pickleball (6) and Basketball Markings with up to 2 Colors for Courts
TOTAL PRICE	\$1,197,250.00

COOP PRICING PROPOSAL



ALTERNATES

ADD Alternate No. 1: Performance and Payment Bonds	LUMP SUM
Performance and Payment Bond Fees	\$16,595.00

ADD Alternate No. 2: Concrete Walkways	LUMP SUM
Furnish and install concrete walkways in lieu of pavement	\$55,595.00

ADD Alternate No. 3: Performance and Payment Bonds	LUMP SUM
Remove and replace existing paved walkway around bathroom building with new concrete walkway and ADA access ramp	\$44,955.00

PRICE INCLUDES:

- a) Professionally engineered design plans in support of the project improvements
- b) Site development plans including final layout, drainage and grading for new driveway
- c) Furnish and install driveway and ADA parking for tennis courts and ADA access to tennis and basketball courts.

d) Tennis Courts

Site Preparation & Restoration:

- 1) Supply and install sediment & erosion control measures around the work site as needed.
- 2) Demo the existing accessories and chain link fencing system.
- 3) Reclaim existing courts and regrade for proper consistent pitch.
- 4) Net posts sleeves will be supplied and installed in their own footings.
- 5) Existing court footprint to be expanded to accommodate new pickleball courts.
- 6) New posts sleeves will be supplied in individual footings.

Post-Tension Concrete Slabs:

- 1) Form work will be installed around the entire perimeter of the prepared base.
- 2) Two layers of 6 mil poly will be installed over the prepared base. The first layer will run in the north south direction and the second layer will run in east west direction. All joints will be taped.
- 3) *Post-tensioning cables will be installed according to the engineered design. Cables to be 7 strand, ½" sheathed and greased cables, commercial grade with 50 mil plastic sheathing.*
- 4) Double-fiberglass rebar will be installed on both sides of the anchors as shown on drawings to act as back up bars.
- 5) A concrete slab will be placed inside the formwork. Concrete mix will be a specially designed mix used for post tension slabs.
- 6) Forms will be stripped, and the post-tensioning cables will be stressed according to their specifications. First stress, 24 hours after completion of concrete pour. Second stress will be done after concrete reaches +/- 2300 psi (which will take +/- 7 days after the pour). The total stress will be 33,000 lbs per linear inch in both directions. The design of this slab is based on a residual prestress force (psi) of 130 which is above PTI recommendations for sport courts on grade.

COOP PRICING PROPOSAL



- 7) After final stress, Post-tension cable ends will be cut off inside the cone holes, exposed anchors and cables inside the cone holes will be first sprayed with a rubberized waterproof spray and then the cone holes will be filled with no-shrink grout (so edge of slab is flush and smooth).
- 8) The new concrete slab will be checked for flatness. Any low spots exceeding 1/8" in ten feet in any direction will be filled with 5000 psi epoxy concrete and brought to the proper elevation.

Sports Surface - Prime Coating System:

- 1) The entire concrete slab will be sealed and primed with a breathable waterproof sealer (Classic Turf Adhesive) and grip layer will be installed.
- 2) One (1) coat of Novasurface acrylic resurfacer will be applied to the grip layer according to its specifications.
- 3) Two (2) coats of Novacrylic color coating will be applied to the entire surface according to its specifications. Finished color(s) will be owner's decision.
- 4) White playing lines will be applied with Novatex line paint according to project documents.

Perimeter Fencing and Curbing:

- 1) Supply and install 10' tall, black PVC coated chain link fence size, 1-3/4" x 9 ga. Class 2 B wire.
- 2) 1.660" top & bottom rails with 4" end/corner/gate posts, 3" line posts – all pipe ASTM 1043 & ASTM 1083 standard weight schedule 40 *around the tennis courts only*.
- 3) Posts spaced at 8' OC.
- 4) Gates to be supplied and installed to match the existing layout.
- 5) A 12"x12" perimeter concrete curb will be supplied and installed around the post tension concrete slabs. The fence will be centered in the curb (tennis courts only). The curb will protect the edge of the post tension concrete slabs and remain uncoated.

Accessories:

- 1) Four (2) new tennis net posts, nets and center straps to be supplied and installed.
- 2) Six (6) pickle ball net posts, nets and straps to be supplied and installed.
- 3) Two (2) new sets of basketball systems, adjustable Goalsetter MVP systems, to be supplied and installed.

Driveways Walkway:

- 1) New 6' wide sidewalk to basketball court
- 2) New 6' wide ADA access path to tennis and pickle ball courts

PRICE DOES NOT INCLUDE:

- a) FieldTurf is not altering or improving the existing drainage system under the existing artificial turf limits. No removal, milling, ponding, flooding or repairs within the existing base and drainage system are included and shall remain the responsibility of the owner.
- b) The supply and import of additional finish aggregate.
- c) Any costs associated with necessary charges relating to the delineation of the courts.
- d) The supply or installation of special structures such as walls and light poles.
- e) The supply of or adjustment to existing manholes, clean-outs or grates and supply of the manhole covers

COOP PRICING PROPOSAL



- f) Any alteration or deviation from specifications involving extra costs, which alteration or deviation will be provided only upon executed change orders, and will become an extra charge over and above the offered price.
- g) Site security.
- h) Repair or resurfacing existing asphalt parking lot if damaged by truck traffic.
- i) Site restoration, sodding, landscaping or grow-in.
- j) Boring for utilities.
- k) Any electrical work.
- l) Athletic court lighting installation.
- m) Unsuitable soils: once subgrade has been established, a proof roll will be performed to ensure the structural stability of the soils; in the event that unsuitable soils are encountered, a price to remedy these areas can be provided by FieldTurf.
- n) Asphalt paving outside of courts.
- o) Relocation, removal and repair of existing utilities not limited to electrical conduits, power poles, water, sewer, gas, cable, telephone, owner placed conduits and/or communication feeds within the field of play.
- p) Performance and Payment bond fees.
- q) Permits, Permit fees, Inspection fees.
- r) All applicable taxes, union labor and other labor law levies.
- s) Anything not explicitly noted in the inclusions.

The price is valid for a period of 90 days. The price is subject to increase if affected by an increase in raw materials, freight, or other manufacturing costs, a tax increase, new taxes, levies or any new legally binding imposition affecting the transaction. The parties recognize that the effects of global economic instability are currently unpredictable and could lead to limitations in labor availability and delays in the supply and delivery of materials, equipment or products. In addition, as these contingencies have not been factored into this proposal; materials, equipment and/or products to be used in performing the work may become subject to a price increase. Accordingly, it is acknowledged that the seller/FieldTurf shall (a) not be subject to any damages for any delay due to events beyond its control and, (b) be allowed an equitable adjustment of the time and/or of the price of this proposal or any contractual document resulting therefrom. FieldTurf shall endeavor to notify you as soon as possible of any such events and/or contingencies. Please note that the seller/FieldTurf shall use its best efforts to ensure that it fulfills its commitments and will strive to minimize any negative impacts as they may arise. Thank you for your kind understanding.

COOP PRICING PROPOSAL



Please feel free to reach out to any member of our project team with questions about our offer:

Christopher Hulk

Director of Design and Construction
203-676-4445
christopher.hulk@fieldturf.com

Andrew Dyjak

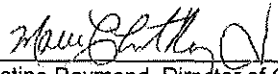
Regional Vice President - New England
860-333-7839
Andrew.Dyjak@FieldTurf.com

Thank you again for your interest in FieldTurf, we look forward to working with you.

The present proposal serves to provide an overview of the terms and conditions governing the business relationship between the parties for the completion of the above-referenced transaction. The parties hereby undertake to subsequently formalize their agreement by signing a more detailed agreement and/or purchase order ("Contract") and as such the amount listed herein shall be an estimate which will be formalized in said Contract.

By its signature(s) below, the customer acknowledges having read and accepted this proposal and undertakes to be bound by it.

Per:


Marie-Christine Raymond, Director of Operations
FieldTurf USA, Inc. / Tarkett Sports Canada, Inc.

Owner (Signature)

Printed Name and Title

FieldTurf USA, Inc. holds the Cooperative Purchase contract, any PO for Contract must be made out to FieldTurf USA, Inc. 175 N Industrial Blvd NE, Calhoun, GA 30701
If you have questions regarding the FieldTurf and Beynon SmartBuy Cooperative Purchasing Program, please contact Eric Fisher at: Eric.Fisher@smartbuycooperative.com.



COOP PRICING PROPOSAL



CONDITIONS

Notwithstanding any other document or agreement entered into by FieldTurf in connection with the supply and installation only of its product pursuant to the present bid proposal, the following shall apply:

- a) This bid proposal and its acceptance is subject to strikes, accidents, delays beyond our control and force majeure.
- b) Based upon Applications for Payment submitted to the Customer by the Supplier, the Customer shall make progress payments on account of the Purchase Price to the Supplier as provided below and elsewhere in the Agreement. The period covered by each Application for Payment shall be one calendar month ending on the last day of the month. 20% of the total contract value shall be due on December 1, 2023. Thereafter, the Customer shall make payment of the certified amount to the Supplier, 5% retainage, within thirty (30) days of the date of the Application for Payment. Payments due and unpaid under the Agreement shall bear interest from the date payment is due at the rate of ten Percent (10%) per annum. Final payment, constituting the entire unpaid balance of the Purchase Price, shall be made by the Customer to the Supplier when:
 - The Supplier has fully performed the all the work; and
 - Supplier's Certificate of Completion for the Turf Product has been signed by the Customer
- c) Accounts overdue beyond 30 days of invoice date will be charged at an interest rate of 10% per annum.
- d) FieldTurf requires a minimum of 21 days after receiving a fully executed contract or purchase order and final approvals on shop drawings to manufacture, coordinate delivery and schedule arrival of installation crew. Under typical field size and scenario, FieldTurf further requires a minimum of 28 days per field to install the Product subject to weather and force majeure
- e) FieldTurf requires a suitable staging area. Staging area must be square footage of field x 0.12, have a minimum access of 15 feet wide by 15 feet high, and, no more than 100 ft from the site. A 25 foot wide by 25 foot long hard or paved clean surface area located within 50 feet of the playing surface shall be provided for purposes of proper mixing of infill material. Access to any field will include suitable bridging over curbs from the staging area to permit suitable access to the field by low clearance vehicles. Staging area surface shall be suitable for passage with motor vehicles used to transport materials to the site and/or staging area. FieldTurf shall not be liable for any damages to the staging area or its surface unless such damages are caused by FieldTurf's intentional misconduct or negligence.
- f) This proposal is based on a single mobilization. If the site is not ready and additional mobilizations are necessary, additional charges will apply.
- g) Upon substantial completion of FieldTurf's obligations, the Customer shall sign FieldTurf's Certificate of Completion in the form currently in force; to accomplish this purpose, the Customer will ensure that an authorized representative is present at the walk-through to determine substantial completion and acceptance of the field, which may include a list of punch list items.
- h) FieldTurf shall not be a party to any penalty clauses and/or liquidated damages provisions.
- i) FieldTurf shall be entitled to recover all costs and expenses, including attorney fees, associated with collection procedures in the event that FieldTurf pursues collection of payment of any past due invoice.
- j) All colors are to be chosen from FieldTurf's standard colors.

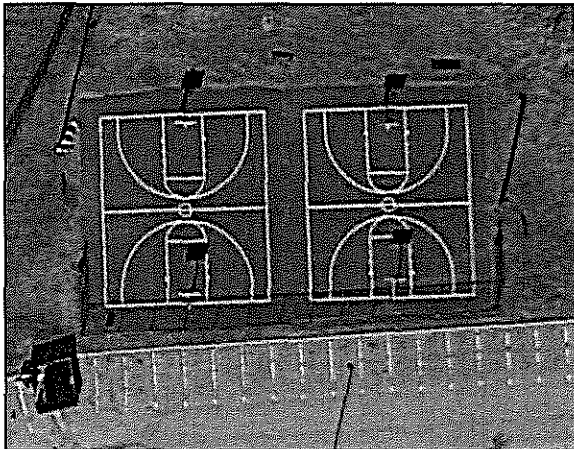
THE TARKETT SPORTS FAMILY - LEADERS IN SPORTS SURFACING



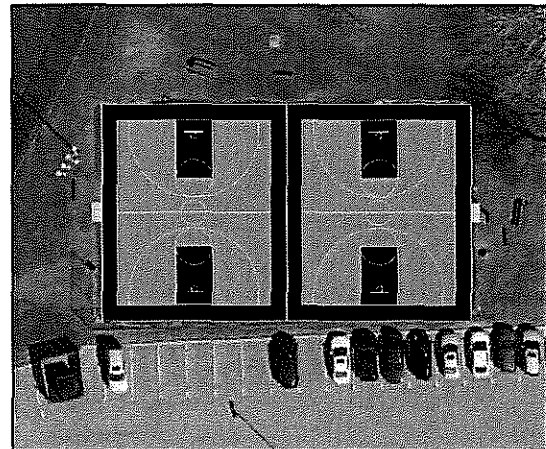
COOP PRICING PROPOSAL



Waterford Town Hall Basketball Court Reconstruction



Existing Courts



Concept Layout

October 28, 2024

FieldTurf USA, Inc. is pleased to present the following proposal. FieldTurf pricing is based on the Capital Region Education Council (CREC) program. CREC is a member of The Association of Educational Purchasing Agencies (AEPA) program. The AEPA is a purchasing co-op that provides member schools with pre-determined preferential pricing by approved vendors. Since the product has already been bid at the national level, individual schools do not have to duplicate the formal bid process. AEPA IFB #024.



Click on the following AEPA hyperlink for more information: [AEPA IFB #24](#)

PROJECT SCOPE:

The base bid project scope includes a design build, turnkey approach with FieldTurf. The work will include associated design and implementation of various improvements for the basketball court replacement. These include removal and replacement of the existing courts, fencing and foundations. Furnishing and installation of 2 new post tension concrete courts and fencing on parking lot side. A more detailed breakdown is listed below.

COOP PRICING PROPOSAL



BASE BID

FIELD NAME	Waterford Town Hall Basketball Courts
SQUARE FOOTAGE	+/- 8,750 SF
FIELD MARKINGS	Basketball Court Markings (2) with up to 2 Colors for Courts
TOTAL PRICE	\$249,000.00

ALTERNATES

ADD Alternate No. 1: Performance and Payment Bonds	LUMP SUM
Performance and Payment Bond Fees	\$4,850.00

PRICE INCLUDES:

- a) Professionally engineered design plans in support of the project improvements
- b) **Tennis Courts**

Site Preparation & Restoration:

- 1) Supply and install sediment & erosion control measures around the work site as necessary.
- 2) Demo the existing accessories, (4) baseball hoops with foundations and chain link fencing system.
- 3) Reclaim existing courts and regrade for proper consistent pitch.
- 4) Net posts sleeves will be supplied and installed in their own footings.
- 5) Existing court footprint to be expanded to accommodate new pickleball courts.
- 6) *New posts sleeves will be supplied in individual footings.*

Post-Tension Concrete Slabs:

- 1) Form work will be installed around the entire perimeter of the prepared base.
- 2) Two layers of 6 mil poly will be installed over the prepared base. The first layer will run in the north south direction and the second layer will run in east west direction. All joints will be taped.
- 3) Post-tensioning cables will be installed according to the engineered design. Cables to be 7 strand, ½" sheathed and greased cables, commercial grade with 50 mil plastic sheathing.
- 4) Double-fiberglass rebar will be installed on both sides of the anchors as shown on drawings to act as back up bars.
- 5) A concrete slab will be placed inside the formwork. Concrete mix will be a specially designed mix used for post tension slabs.
- 6) Forms will be stripped, and the post-tensioning cables will be stressed according to their specifications. First stress, 24 hours after completion of concrete pour. Second stress will be done after concrete reaches +/- 2300 psi (which will take +/- 7 days after the pour). The total stress will be 33,000 lbs per linear inch in both directions. The design of this slab is based on a residual prestress force (psi) of 130 which is above PTI recommendations for sport courts on grade.
- 7) After final stress, Post-tension cable ends will be cut off inside the cone holes, exposed anchors and cables inside the cone holes will be first sprayed with a rubberized waterproof spray and then the cone holes will be filled with no-shrink grout (so edge of slab is flush and smooth).

COOP PRICING PROPOSAL



- 8) The new concrete slab will be checked for flatness. Any low spots exceeding 1/8" in ten feet in any direction will be filled with 5000 psi epoxy concrete and brought to the proper elevation.

Sports Surface - Prime Coating System:

- 1) The entire concrete slab will be sealed and primed with a breathable waterproof sealer (Classic Turf Adhesive) and grip layer will be installed.
- 2) One (1) coat of Novasurface acrylic resurfacer will be applied to the grip layer according to its specifications.
- 3) Two (2) coats of Novacrylic color coating will be applied to the entire surface according to its specifications. Finished color(s) will be owner's decision.
- 4) White playing lines will be applied with Novatex line paint according to project documents.

Fencing and Curbing:

- 1) Supply and install 8' tall, black PVC coated chain link fence size, 1-3/4" x 9 ga. Class 2 B wire along parking lot side and up 20' on each side.
- 2) 1.660" top & bottom rails with 4" end/corner/gate posts, 3" line posts -- all pipe ASTM 1043 & ASTM 1083 standard weight schedule 40 *around the tennis courts only*.
- 3) Posts spaced at 8' OC.
- 4) Gates to be supplied and installed to match the existing layout.
- 5) A 12"x12" perimeter concrete curb will be supplied and installed around the post tension concrete slabs. The fence will be centered in the curb (tennis courts only). The curb will protect the edge of the post tension concrete slabs and remain uncoated.

Accessories:

- 1) Two (2) new sets of basketball systems, adjustable Goalsetter MVP systems, to be supplied and installed.

PRICE DOES NOT INCLUDE:

- a) FieldTurf is not altering or improving the existing drainage system. No removal, milling, ponding, flooding or repairs within the existing base and drainage system are included and shall remain the responsibility of the owner.
- b) The supply and import of additional finish aggregate.
- c) Any costs associated with necessary charges relating to the delineation of the courts.
- d) The supply or installation of any special structures, such as walls and light poles.
- e) The supply of or adjustment to existing manholes, clean-outs or grates and supply of the manhole covers
- f) Any alteration or deviation from specifications involving extra costs, which alteration or deviation will be provided only upon executed change orders, and will become an extra charge over and above the offered price.
- g) Site security.
- h) Repair or resurfacing existing asphalt parking lot if damaged by truck traffic.
- i) Site restoration, sodding, landscaping or grow-in.
- j) Boring for utilities.

COOP PRICING PROPOSAL



- k) Any electrical work.
- l) Athletic court lighting installation.
- m) Unsuitable soils: once subgrade has been established, a proof roll will be performed to ensure the structural stability of the soils; in the event that unsuitable soils are encountered, a price to remedy these areas can be provided by FieldTurf.
- n) Asphalt paving outside of courts.
- o) Relocation, removal and repair of existing utilities not limited to electrical conduits, power poles, water, sewer, gas, cable, telephone, owner placed conduits and/or communication feeds within the field of play.
- p) Performance and Payment bond fees.
- q) Permits, Permit fees, Inspection fees.
- r) Maintenance equipment.
- s) All applicable taxes, union labor and other labor law levies.
- t) Anything not explicitly noted in the inclusions.

The price is valid for a period of 90 days. The price is subject to increase if affected by an increase in raw materials, freight, or other manufacturing costs, a tax increase, new taxes, levies or any new legally binding imposition affecting the transaction. The parties recognize that the effects of global economic instability are currently unpredictable and could lead to limitations in labor availability and delays in the supply and delivery of materials, equipment or products. In addition, as these contingencies have not been factored into this proposal, materials, equipment and/or products to be used in performing the work may become subject to a price increase. Accordingly, it is acknowledged that the seller/FieldTurf shall (a) not be subject to any damages for any delay due to events beyond its control and, (b) be allowed an equitable adjustment of the time and/or of the price of this proposal or any contractual document resulting therefrom. FieldTurf shall endeavor to notify you as soon as possible of any such events and/or contingencies. Please note that the seller/FieldTurf shall use its best efforts to ensure that it fulfills its commitments and will strive to minimize any negative impacts as they may arise. Thank you for your kind understanding.

Please feel free to reach out to any member of our project team with questions about our offer:

Christopher Hulk
Director of Design and Construction
203-676-4445
christopher.hulk@fieldturf.com

Andrew Dyjak
Regional Vice President - New England
860-333-7839
Andrew.Dyjak@FieldTurf.com

COOP PRICING PROPOSAL

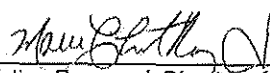


Thank you again for your interest in FieldTurf, we look forward to working with you.

The present proposal serves to provide an overview of the terms and conditions governing the business relationship between the parties for the completion of the above-referenced transaction. The parties hereby undertake to subsequently formalize their agreement by signing a more detailed agreement and/or purchase order ("Contract") and as such the amount listed herein shall be an estimate which will be formalized in said Contract.

By its signature(s) below, the customer acknowledges having read and accepted this proposal and undertakes to be bound by it.

Per:


Marie-Christine Raymond, Director of Operations
FieldTurf USA, Inc. / Tarkett Sports Canada, Inc.

Owner (Signature)

Printed Name and Title

FieldTurf USA, Inc. holds the Cooperative Purchase contract, any PO for Contract must be made out to
FieldTurf USA, Inc. 175 N Industrial Blvd NE. Calhoun, GA 30701

If you have questions regarding the FieldTurf and Beynon SmartBuy Cooperative Purchasing Program, please
contact Eric Fisher at: Eric.Fisher@smartbuycooperative.com.



COOP PRICING PROPOSAL



CONDITIONS

Notwithstanding any other document or agreement entered into by FieldTurf in connection with the supply and installation only of its product pursuant to the present bid proposal, the following shall apply:

- a) This bid proposal and its acceptance is subject to strikes, accidents, delays beyond our control and *force majeure*.
- b) Based upon Applications for Payment submitted to the Customer by the Supplier, the Customer shall make progress payments on account of the Purchase Price to the Supplier as provided below and elsewhere in the Agreement. The period covered by each Application for Payment shall be one calendar month ending on the last day of the month. 20% of the total contract value shall be due on December 1, 2023. Thereafter, the Customer shall make payment of the certified amount to the Supplier, 5% retainage, within thirty (30) days of the date of the Application for Payment. Payments due and unpaid under the Agreement shall bear interest from the date payment is due at the rate of ten Percent (10%) per annum. Final payment, constituting the entire unpaid balance of the Purchase Price, shall be made by the Customer to the Supplier when:
 - The Supplier has fully performed the all the work; and
 - Supplier's Certificate of Completion for the Turf Product has been signed by the Customer
- c) Accounts overdue beyond 30 days of invoice date will be charged at an interest rate of 10% per annum.
- d) FieldTurf requires a minimum of 21 days after receiving a fully executed contract or purchase order and final approvals on shop drawings to manufacture, coordinate delivery and schedule arrival of installation crew. Under typical field size and scenario, FieldTurf further requires a minimum of 28 days per field to install the Product subject to weather and *force majeure*
- e) FieldTurf requires a suitable staging area. Staging area must be square footage of field x 0.12, have a minimum access of 15 feet wide by 15 feet high, and, no more than 100 ft from the site. A 25 foot wide by 25 foot long hard or paved clean surface area located within 50 feet of the playing surface shall be provided for purposes of proper mixing of infill material. Access to any field will include suitable bridging over curbs from the staging area to permit suitable access to the field by low clearance vehicles. Staging area surface shall be suitable for passage with motor vehicles used to transport materials to the site and/or staging area. FieldTurf shall not be liable for any damages to the staging area or its surface unless such damages are caused by FieldTurf's intentional misconduct or negligence.
- f) This proposal is based on a single mobilization. If the site is not ready and additional mobilizations are necessary, additional charges will apply.
- g) Upon substantial completion of FieldTurf's obligations, the Customer shall sign FieldTurf's Certificate of Completion in the form currently in force; to accomplish this purpose, the Customer will ensure that an authorized representative is present at the walk-through to determine substantial completion and acceptance of the field, which may include a list of punch list items.
- h) FieldTurf shall not be a party to any penalty clauses and/or liquidated damages provisions.
- i) FieldTurf shall be entitled to recover all costs and expenses, including attorney fees, associated with collection procedures in the event that FieldTurf pursues collection of payment of any past due invoice.
- j) All colors are to be chosen from FieldTurf's standard colors.

THE TARKETT SPORTS FAMILY - LEADERS IN SPORTS SURFACING





Mr. Thomas W. Giard III
Superintendent of Schools

Mr. Joseph P. Mancini
Director of Finance and Operations

MEMORANDUM

DATE: October 30, 2024
TO: Mr. Robert Brule, First Selectman
FROM: Joseph P. Mancini, Director of Finance and Operations
RE: Waterford High School Safety Improvements

Dear Mr. Brule,

The Waterford Board of Selectmen (August 5, 2024), Board of Finance (August 14, 2024), and Representative Town Meeting (October 7, 2024) members recently approved two projects at Waterford High School. These funds were not appropriated, but the boards had asked for a formal proposal on the following projects.

1. Track and field turf replacement for \$1,200,000.
2. Tennis Court replacement \$1,200,000.

Since the approval, Waterford Public Schools and Waterford Recreation and Parks have been working collaboratively to find opportunities for synergies. Working with Recreation and Parks and under the Capital Region Education Council (CREC) program, we identified FieldTurf as a company that has successfully completed projects in Waterford in recent years (i.e. - softball field) and could propose work under Waterford's purchasing policy.

This request is for the RTM to consider the two attached proposals from the Board of Education in conjunction with the memorandum in your package from Director of Recreation and Parks Ryan McNamara.

The track and field remediation proposal is for \$1,147,000 and includes the following.

1. Designs and build execution of the project
2. Complete replacement of the synthetic turf
3. Cleaning and repainting of track striping

4. Installation of new safety netting at each end of the field
5. 10-year warranty on Turf Field

What Waterford gains from this effort is two-fold. There's a cost savings that the town will gain from not having to hire a contractor, pay the permitting costs, and construction management and bonding costs. These estimated costs are roughly 7.5% of the overall project and are roughly \$86K. The other benefit to Waterford is this is a more expeditious process that would ensure a new turf field for the summer of 2025.

The tennis court renovation proposal is for \$1,139,250 plus the option to purchase a throwing wall for \$8,850 which we are requesting. The total request is for the approval of \$1,148,100 to complete this project.

1. Engineered design plans
2. Site preparation and restoration
3. Replacing the existing asphalt surface with post tension concrete carrying a 25-year warranty
4. Expansion of existing footprint, keeping six (6) courts while providing additional space between courts
5. Allows for temporary pickleball courts to be lined after high school competition ends

The benefits with using FieldTurf for the renovation of the tennis courts has similar rationale with using them for the turf field. There's a cost savings that the town will gain from not having to hire a contractor, pay the permitting costs, and construction management and bonding costs. These estimated costs are roughly 7.5% of the overall project and are roughly the same savings at \$86K. The installation of post tension concrete will ensure a consistent, stable playing surface for at least the next 25 years.

Sincerely,



Joseph Mancini
Director of Finance and Operations

COOP PRICING PROPOSAL



Waterford Regional High School Track and Field Renovation



October 30, 2024

FieldTurf USA, Inc. is pleased to present the following proposal. FieldTurf pricing is based on the Capital Region Education Council (CREC) program. CREC is a member of The Association of Educational Purchasing Agencies (AEPA) program. The AEPA is a purchasing co-op that provides member schools with pre-determined preferential pricing by approved vendors. Since the product has already been bid at the national level, individual schools do not have to duplicate the formal bid process. AEPA IFB #024.



Click on the following AEPA hyperlink for more information: [AEPA IFB #24](#)

FieldTurf is pleased to offer to supply and install the following high performance artificial infilled turf system:

PROJECT SCOPE:

The base bid project scope includes a design build, turnkey approach with FieldTurf. The work will include associated design and implementation of various improvements for the athletic facilities. These include removal and replacement of the existing synthetic turf field, fine grading of field, power washing and cleaning the existing track, restriping the existing track facility and installation of new ball safety netting along each endzone and new pole vault garage cover. The replacement of the synthetic turf includes a new center logo and up to 5 inlaid sports field markings.

BASE BID

FIELD NAME	Waterford Regional HS Stadium Field
TURF SYSTEM	FieldTurf Vertex Prime (FTVTP-1) w/ Infill Reuse
SQUARE FOOTAGE	90,683 SF
FIELD MARKINGS	Inlaid Sports Markings and Center Logo
TOTAL PRICE	\$1,147,000.00

COOP PRICING PROPOSAL



PRODUCT DETAILS

FieldTurf, the worldwide leader in artificial turf, is pleased to offer the FieldTurf Vertex Prime (FTVTP-1) system, with the following product characteristics:

FIELDTURF VERTEX PRIME (FTVTP-1)

Pile Height: 2.5 Inches

Infill Weight: 6.2lbs sand & 3lbs cryogenic rubber per sq. ft.

Pile Weight: 47 oz/yd²

Total System Weight: 1372 oz/yd²

FieldTurf has taken the necessary steps to ensure that your project will run smoothly and that the quality promised will be the quality delivered.

PRICE INCLUDES:

- a) Professionally engineered design plans in support of the project improvements
- b) Prevailing wages
- c) Performance and payment bonds
- d) Synthetic Turf
 - a. Removal of existing turf surface and reclaim existing infill for reuse in new field.
 - b. Fine grade existing base.
 - c. Installation of the new artificial in-filled grass surface upon a suitable base.
 - d. Center Logo (3 colors, up to 58' x 30')
 - e. Inlaid Football markings.
 - f. Inlaid Soccer markings.
 - g. Inlaid Men's Lacrosse markings.
 - h. Inlaid Women's Lacrosse markings.
 - i. Inlaid Field Hockey markings.
 - j. (1) GMAX test at the end of installation.
 - k. An (10) year 3rd party pre-paid insured warranty on the FieldTurf artificial grass surface.
- e) Power washing and cleaning existing track
- f) Furnish and install new track striping
- g) Furnish and install new ball safety netting along each endzone
 - a. Approximately 400 l.f. (200 l.f. in each endzone)
 - b. Cut and remove existing track surfacing and pavement
 - c. Auger holes and install concrete foundations with rebar cage
 - d. Replace track surfacing within excavated areas

COOP PRICING PROPOSAL



PRICE DOES NOT INCLUDE:

- a) The base upon which the FieldTurf artificial turf surface will be placed. FieldTurf shall not be responsible for the stability, the porosity, nor the approval of the base upon which the FieldTurf surface will be installed, the drainage system, nor any construction or modification of existing installations around the fields.
- b) FieldTurf is not altering or improving the existing drainage system under the existing artificial turf limits. No removal, milling, ponding, flooding or repairs within the existing base and drainage system are included and shall remain the responsibility of the owner.
- c) The supply, replacement, installation and/or modification of the existing field edging, perimeter nailer board or existing inner concrete curbing within the artificial turf limits.
- d) The supply and import of additional finish aggregate.
- e) Any costs associated with necessary charges relating to the delineation of the field.
- f) The supply or installation of the field edging and perimeter nailer board.
- g) The supply of or adjustment to existing manholes, clean-outs or grates and supply of the manhole covers
- h) Any alteration or deviation from specifications involving extra costs, which alteration or deviation will be provided only upon executed change orders, and will become an extra charge over and above the offered price.
- i) Site security.
- j) Repair or resurfacing existing asphalt parking lot if damaged by truck traffic.
- k) Site restoration, sodding, landscaping or grow-in.
- l) Any electrical work.
- m) Unsuitable soils: once subgrade has been established, a proof roll will be performed to ensure the structural stability of the soils; in the event that unsuitable soils are encountered, a price to remedy these areas can be provided by FieldTurf.
- n) Relocation, removal and repair of existing utilities not limited to electrical conduits, power poles, water, sewer, gas, cable, telephone, owner placed conduits and/or communication feeds within the field of play.
- o) Permits, Permit fees, Inspection fees.
- p) FieldTurf maintenance equipment.
- q) A vehicle to tow FieldTurf maintenance equipment.
- r) All applicable taxes, union labor and other labor law levies.
- s) Anything not explicitly noted in the inclusions.

The price is valid for a period of 90 days. The price is subject to increase if affected by an increase in raw materials, freight, or other manufacturing costs, a tax increase, new taxes, levies or any new legally binding imposition affecting the transaction. The parties recognize that the effects of global economic instability are currently unpredictable and could lead to limitations in labor availability and delays in the supply and delivery of materials, equipment or products. In addition, as these contingencies have not been factored into this proposal; materials, equipment and/or products to be used in performing the work may become subject to a price increase. Accordingly, it is acknowledged that the seller/FieldTurf shall (a) not be subject to any damages for any delay due to events beyond its control and, (b) be allowed an equitable adjustment of the time and/or of the price of this proposal or any contractual document resulting therefrom. FieldTurf shall endeavor to notify you as soon as possible of any such events and/or contingencies. Please note that the seller/FieldTurf shall use its best efforts to ensure that it fulfills its commitments and will strive to minimize any negative impacts as they may arise. Thank you for your kind understanding.

Please feel free to reach out to any member of our project team with questions about our offer:

COOP PRICING PROPOSAL



Christopher Hulk
Director of Design and Construction
203-676-4445
christopher.hulk@fieldturf.com

Andrew Dyjak
Regional Vice President - New England
860-333-7839
Andrew.Dyjak@FieldTurf.com

Thank you again for your interest in FieldTurf, we look forward to working with you.

The present proposal serves to provide an overview of the terms and conditions governing the business relationship between the parties for the completion of the above-referenced transaction. The parties hereby undertake to subsequently formalize their agreement by signing a more detailed agreement and/or purchase order ("Contract") and as such the amount listed herein shall be an estimate which will be formalized in said Contract.

By its signature(s) below, the customer acknowledges having read and accepted this proposal and undertakes to be bound by it.

Per:



Marie-Christine Raymond, Director of Operations
FieldTurf USA, Inc. / Tarkett Sports Canada, Inc.

Owner (Signature)

Printed Name and Title

FieldTurf USA, Inc. holds the Cooperative Purchase contract, any PO for Contract must be made out to FieldTurf USA, Inc. 175 N Industrial Blvd NE, Calhoun, GA 30701

If you have questions regarding the FieldTurf and Beynon SmartBuy Cooperative Purchasing Program, please contact Eric Fisher at: Eric.Fisher@smartbuycooperative.com.



COOP PRICING PROPOSAL



CONDITIONS

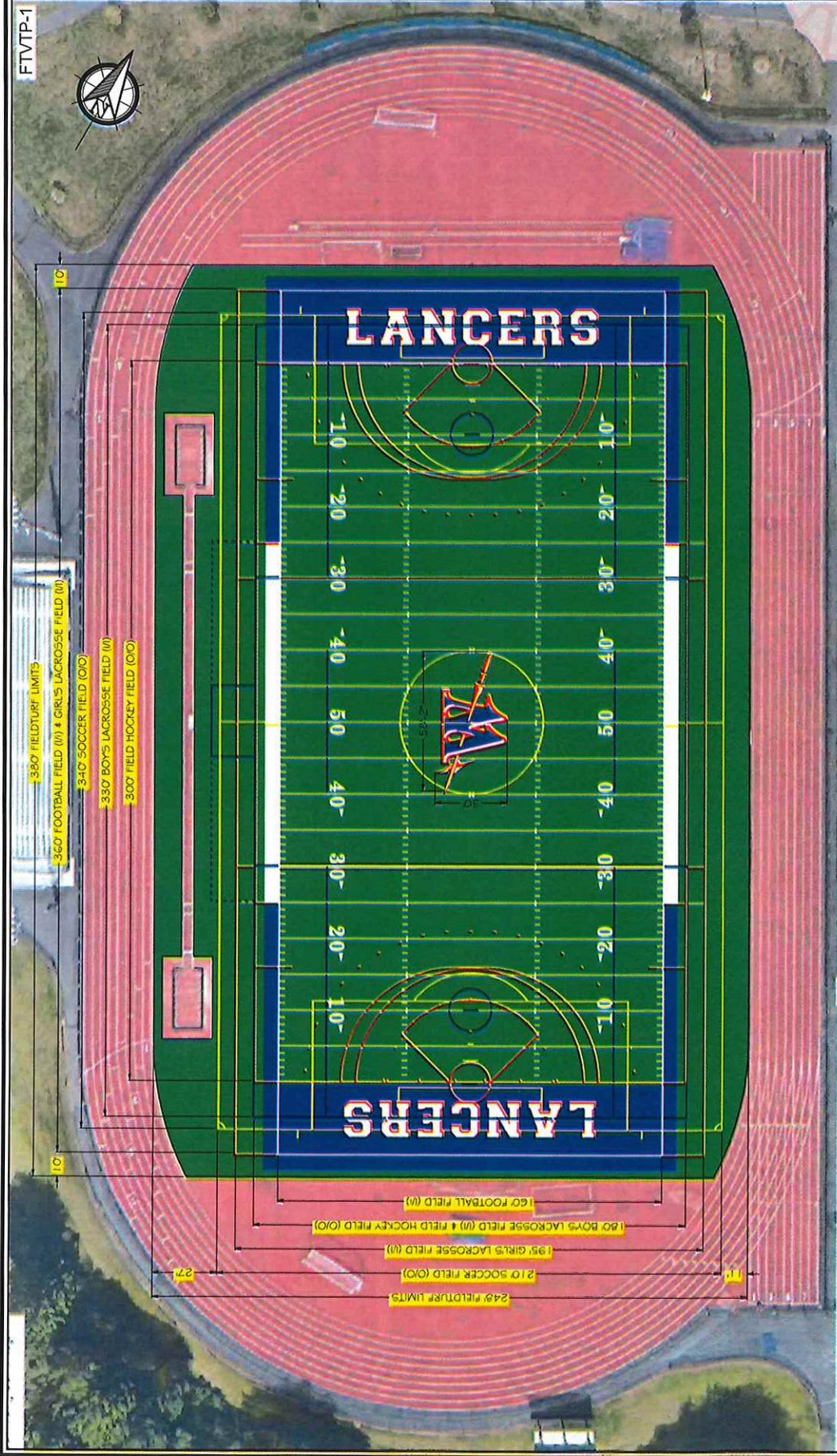
Notwithstanding any other document or agreement entered into by FieldTurf in connection with the supply and installation only of its product pursuant to the present bid proposal, the following shall apply:

- a) This bid proposal and its acceptance is subject to strikes, accidents, delays beyond our control and *force majeure*.
- b) Based upon Applications for Payment submitted to the Customer by the Supplier, the Customer shall make progress payments on account of the Purchase Price to the Supplier as provided below and elsewhere in the Agreement. The period covered by each Application for Payment shall be one calendar month ending on the last day of the month. 20% of the total contract value shall be due on December 1, 2023. Thereafter, the Customer shall make payment of the certified amount to the Supplier, 5% retainage, within thirty (30) days of the date of the Application for Payment. Payments due and unpaid under the Agreement shall bear interest from the date payment is due at the rate of ten Percent (10%) per annum. Final payment, constituting the entire unpaid balance of the Purchase Price, shall be made by the Customer to the Supplier when:
 - The Supplier has fully performed the all the work; and
 - Supplier's Certificate of Completion for the Turf Product has been signed by the Customer
- c) Accounts overdue beyond 30 days of invoice date will be charged at an interest rate of 10% per annum.
- d) FieldTurf requires a minimum of 21 days after receiving a fully executed contract or purchase order and final approvals on shop drawings to manufacture, coordinate delivery and schedule arrival of installation crew. Under typical field size and scenario, FieldTurf further requires a minimum of 28 days per field to install the Product subject to weather and force majeure
- e) FieldTurf requires a suitable staging area. Staging area must be square footage of field x 0.12, have a minimum access of 15 feet wide by 15 feet high, and, no more than 100 ft from the site. A 25 foot wide by 25 foot long hard or paved clean surface area located within 50 feet of the playing surface shall be provided for purposes of proper mixing of infill material. Access to any field will include suitable bridging over curbs from the staging area to permit suitable access to the field by low clearance vehicles. Staging area surface shall be suitable for passage with motor vehicles used to transport materials to the site and/or staging area. FieldTurf shall not be liable for any damages to the staging area or its surface unless such damages are caused by FieldTurf's intentional misconduct or negligence.
- f) This proposal is based on a single mobilization. If the site is not ready and additional mobilizations are necessary, additional charges will apply.
- g) Upon substantial completion of FieldTurf's obligations, the Customer shall sign FieldTurf's Certificate of Completion in the form currently in force; to accomplish this purpose, the Customer will ensure that an authorized representative is present at the walk-through to determine substantial completion and acceptance of the field, which may include a list of punch list items.
- h) FieldTurf shall not be a party to any penalty clauses and/or liquidated damages provisions.
- i) FieldTurf shall be entitled to recover all costs and expenses, including attorney fees, associated with collection procedures in the event that FieldTurf pursues collection of payment of any past due invoice.
- j) All colors are to be chosen from FieldTurf's standard colors.

THE TARKETT SPORTS FAMILY - LEADERS IN SPORTS SURFACING



FTVTP-1



DRAWN BY:	M. H.
CHECKED BY:	J. B.
SCALE:	1"=40'
TOTAL FIELD AREA:	90,633 sq. ft.
PERIMETER:	1,802 ft.



All Rights Reserved. Confidential information. No portion of these drawings may be disclosed, used, reproduced, modified or shown, without prior written consent of FieldTurf.

WATERFORD HIGH SCHOOL STADIUM FIELD WATERFORD, CT

DATE: OCTOBER 03, 2024
ISSUE: PRESENTATION
FIELD LAYOUT

- FIELD LAYOUT NOTES (sports are in order of dominance):
1. FOOTBALL MARKINGS ARE 4" WHITE NFHS STANDARDS.
 2. SOCCER MARKINGS ARE 4" CANARY YELLOW NFHS STANDARDS.
 3. BOYS LACROSSE MARKINGS ARE 4" NAVY BLUE NFHS STANDARDS.
 4. GIRLS LACROSSE MARKINGS ARE 4" RED NFHS STANDARDS.
 5. FIELD HOCKEY MARKINGS ARE 4" ORANGE NFHS STANDARDS.
- FIELD DOMINANCE IS ONLY WITHIN THE FOOTBALL FIELD OF PLAY.
- ALL DIMENSIONS TO BE VERIFIED BEFORE ANY CONSTRUCTION BEGINS.

NFHS STANDARDS

FIELD OPEN FIELDTURF	90,633 sq. ft.
FIELD TURF COLOR:	REFLEX BLUE
FIELD TURF PANTONE COLOR NUMBER:	195C

COMPLETE COLOR NAME:	REFLEX BLUE
PANTONE COLOR NUMBER:	195C
COMPLETE COLOR NAME:	RED
PANTONE COLOR NUMBER:	195C
COMPLETE COLOR NAME:	WHITE
PANTONE COLOR NUMBER:	195C

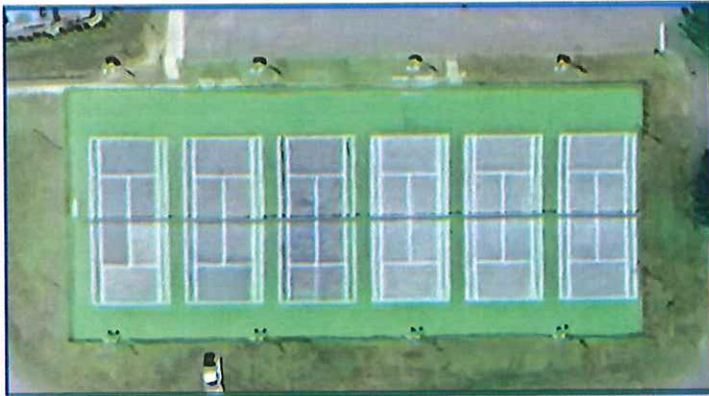
FOOTBALL	COMPLETE COLOR NAME: WHITE	PANTONE COLOR NUMBER: 195C
SOCCER	COMPLETE COLOR NAME: CANARY YELLOW	PANTONE COLOR NUMBER: 195C
BOYS LACROSSE	COMPLETE COLOR NAME: NAVY BLUE	PANTONE COLOR NUMBER: 195C
GIRLS LACROSSE	COMPLETE COLOR NAME: RED	PANTONE COLOR NUMBER: 195C
FIELD HOCKEY	COMPLETE COLOR NAME: ORANGE	PANTONE COLOR NUMBER: 195C

APPROVED BY:	
SIGNATURE:	
PRINTED NAME:	
TITLE:	
DATE:	

COOP PRICING PROPOSAL



Waterford Regional High School Tennis Court Renovations



October 30, 2024

FieldTurf USA, Inc. is pleased to present the following proposal. FieldTurf pricing is based on the Capital Region Education Council (CREC) program. CREC is a member of The Association of Educational Purchasing Agencies (AEPA) program. The AEPA is a purchasing co-op that provides member schools with pre-determined preferential pricing by approved vendors. Since the product has already been bid at the national level, individual schools do not have to duplicate the formal bid process. AEPA IFB #024.



Click on the following AEPA hyperlink for more information: [AEPA IFB #24](#)

FieldTurf is pleased to offer to supply and install the following high performance artificial infilled turf system:

PROJECT SCOPE:

The base bid project scope includes a design build, turnkey approach with FieldTurf. The work will include associated design and implementation of various improvements for the tennis court facilities. These includes removal and replacement of the existing tennis courts, walkways and fencing. Furnishing and installation of 6 new post tension concrete tennis courts and new concrete walkway along courts. Upon review of the existing courts, it was observed that the existing courts do not have adequate separation distance between the courts to meet current standards. This proposal would bring the new courts up to current dimensional standards. A more detailed breakdown is listed below.

COOP PRICING PROPOSAL



BASE BID

FIELD NAME	Waterford Regional HS Tennis Courts
SQUARE FOOTAGE	+/-33,000 SF
FIELD MARKINGS	Tennis Court Markings (5) with up to 2 Colors for Courts
TOTAL PRICE	\$1,139,250.00

ALTERNATES

ADD Alternate No. 1: BAKKO Throwing Wall	LUMP SUM
Furnish new throwing wall (10'x20'). Install by Others	
Total	\$ 8,850.00

PRICE INCLUDES:

- a) Professionally engineered design plans in support of the project improvements
- b) Prevailing wages
- c) Performance and payment bonds
- d) **Tennis Courts**

Site Preparation & Restoration:

- 1) Supply and install sediment & erosion control measures around the work site as needed.
- 2) Demo the existing accessories, (2) existing light poles and chain link fencing system.
- 3) Re-aim lighting fixtures as required.
- 4) Reclaim existing courts and regrade for proper consistent pitch.
- 5) Net posts sleeves will be supplied and installed in their own footings.
- 6) Existing court footprint to be expanded to accommodate new pickleball courts.
- 7) New posts sleeves will be supplied in individual footings.

Post-Tension Concrete Slabs:

- 1) Form work will be installed around the entire perimeter of the prepared base.
- 2) Two layers of 6 mil poly will be installed over the prepared base. The first layer will run in the north south direction and the second layer will run in east west direction. All joints will be taped.
- 3) Post-tensioning cables will be installed according to the engineered design. Cables to be 7 strand, ½" sheathed and greased cables, commercial grade with 50 mil plastic sheathing.
- 4) Double-fiberglass rebar will be installed on both sides of the anchors as shown on drawings to act as back up bars.
- 5) A concrete slab will be placed inside the formwork. Concrete mix will be a specially designed mix used for post tension slabs.
- 6) Forms will be stripped, and the post-tensioning cables will be stressed according to their specifications. First stress, 24 hours after completion of concrete pour. Second stress will be done after concrete

COOP PRICING PROPOSAL



reaches +/- 2300 psi (which will take +/- 7 days after the pour). The total stress will be 33,000 lbs per linear inch in both directions. The design of this slab is based on a residual prestress force (psi) of 130 which is above PTI recommendations for sport courts on grade.

- 7) After final stress, Post-tension cable ends will be cut off inside the cone holes, exposed anchors and cables inside the cone holes will be first sprayed with a rubberized waterproof spray and then the cone holes will be filled with no-shrink grout (so edge of slab is flush and smooth).
- 8) The new concrete slab will be checked for flatness. Any low spots exceeding 1/8" in ten feet in any direction will be filled with 5000 psi epoxy concrete and brought to the proper elevation.

Sports Surface - Prime Coating System:

- 1) The entire concrete slab will be sealed and primed with a breathable waterproof sealer (Classic Turf Adhesive) and grip layer will be installed.
- 2) One (1) coat of Novasurface acrylic resurfacer will be applied to the grip layer according to its specifications.
- 3) Two (2) coats of Novacrylic color coating will be applied to the entire surface according to its specifications. Finished color(s) will be owner's decision.
- 4) White playing lines will be applied with Novatex line paint according to project documents.

Perimeter Fencing and Curbing:

- 1) Supply and install 10' tall, black PVC coated chain link fence size, 1-3/4" x 9 ga. Class 2 B wire.
- 2) 1.660" top & bottom rails with 4" end/corner/gate posts, 3" line posts – all pipe ASTM 1043 & ASTM 1083 standard weight schedule 40 *around the tennis courts only*.
- 3) Posts spaced at 8' OC.
- 4) Gates to be supplied and installed to match the existing layout.
- 5) A 12"x12" perimeter concrete curb will be supplied and installed around the post tension concrete slabs. The fence will be centered in the curb (tennis courts only). The curb will protect the edge of the post tension concrete slabs and remain uncoated.

Accessories:

- 1) Six (6) new tennis net posts, nets and center straps to be supplied and installed.

Concrete Walkway:

- 1) New 5' wide sidewalk to be installed over existing asphalt walkway.

Warranty:

- 1) FieldTurf will guarantee the post tension concrete slab for a period of 25-years from structural cracking, heaving, and settling.
- 2) FieldTurf will guarantee the Prime Coating Sports Surface for a period of 10-years from bubbling and/or peeling.

PRICE DOES NOT INCLUDE:

- a) FieldTurf is not altering or improving the existing drainage system under the existing artificial turf limits. No removal, milling, ponding, flooding or repairs within the existing base and drainage system are included and shall remain the responsibility of the owner.
- b) The supply and import of additional finish aggregate.

COOP PRICING PROPOSAL



- c) Any costs associated with necessary charges relating to the delineation of the courts.
- d) The supply or installation of special structures such as walls and light poles.
- e) The supply of or adjustment to existing manholes, clean-outs or grates and supply of the manhole covers
- f) Any alteration or deviation from specifications involving extra costs, which alteration or deviation will be provided only upon executed change orders, and will become an extra charge over and above the offered price.
- g) Site security.
- h) Repair or resurfacing existing asphalt parking lot if damaged by truck traffic.
- i) Site restoration, sodding, landscaping or grow-in.
- j) Boring for utilities.
- k) Any electrical work.
- l) Athletic court lighting installation.
- m) Unsuitable soils: once subgrade has been established, a proof roll will be performed to ensure the structural stability of the soils; in the event that unsuitable soils are encountered, a price to remedy these areas can be provided by FieldTurf.
- n) Asphalt paving outside of courts.
- o) Relocation, removal and repair of existing utilities not limited to electrical conduits, power poles, water, sewer, gas, cable, telephone, owner placed conduits and/or communication feeds within the field of play.
- p) Permits, Permit fees, Inspection fees.
- q) All applicable taxes, union labor and other labor law levies.
- r) Anything not explicitly noted in the inclusions.

The price is valid for a period of 90 days. The price is subject to increase if affected by an increase in raw materials, freight, or other manufacturing costs, a tax increase, new taxes, levies or any new legally binding imposition affecting the transaction. The parties recognize that the effects of global economic instability are currently unpredictable and could lead to limitations in labor availability and delays in the supply and delivery of materials, equipment or products. In addition, as these contingencies have not been factored into this proposal; materials, equipment and/or products to be used in performing the work may become subject to a price increase. Accordingly, it is acknowledged that the seller/FieldTurf shall (a) not be subject to any damages for any delay due to events beyond its control and, (b) be allowed an equitable adjustment of the time and/or of the price of this proposal or any contractual document resulting therefrom. FieldTurf shall endeavor to notify you as soon as possible of any such events and/or contingencies. Please note that the seller/FieldTurf shall use its best efforts to ensure that it fulfills its commitments and will strive to minimize any negative impacts as they may arise. Thank you for your kind understanding.

Please feel free to reach out to any member of our project team with questions about our offer:

Christopher Hulk
Director of Design and Construction
203-676-4445
christopher.hulk@fieldturf.com

Andrew Dyjak
Regional Vice President - New England
860-333-7839
Andrew.Dyjak@FieldTurf.com

COOP PRICING PROPOSAL

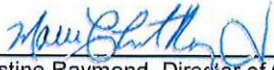


Thank you again for your interest in FieldTurf, we look forward to working with you.

The present proposal serves to provide an overview of the terms and conditions governing the business relationship between the parties for the completion of the above-referenced transaction. The parties hereby undertake to subsequently formalize their agreement by signing a more detailed agreement and/or purchase order ("Contract") and as such the amount listed herein shall be an estimate which will be formalized in said Contract.

By its signature(s) below, the customer acknowledges having read and accepted this proposal and undertakes to be bound by it.

Per:


Marie-Christine Raymond, Director of Operations
FieldTurf USA, Inc. / Tarkett Sports Canada, Inc.

Owner (Signature)

Printed Name and Title

FieldTurf USA, Inc. holds the Cooperative Purchase contract, any PO for Contract must be made out to FieldTurf USA, Inc. 175 N Industrial Blvd NE, Calhoun, GA 30701

If you have questions regarding the FieldTurf and Beynon SmartBuy Cooperative Purchasing Program, please contact Eric Fisher at: Eric.Fisher@smartbuycooperative.com.



COOP PRICING PROPOSAL



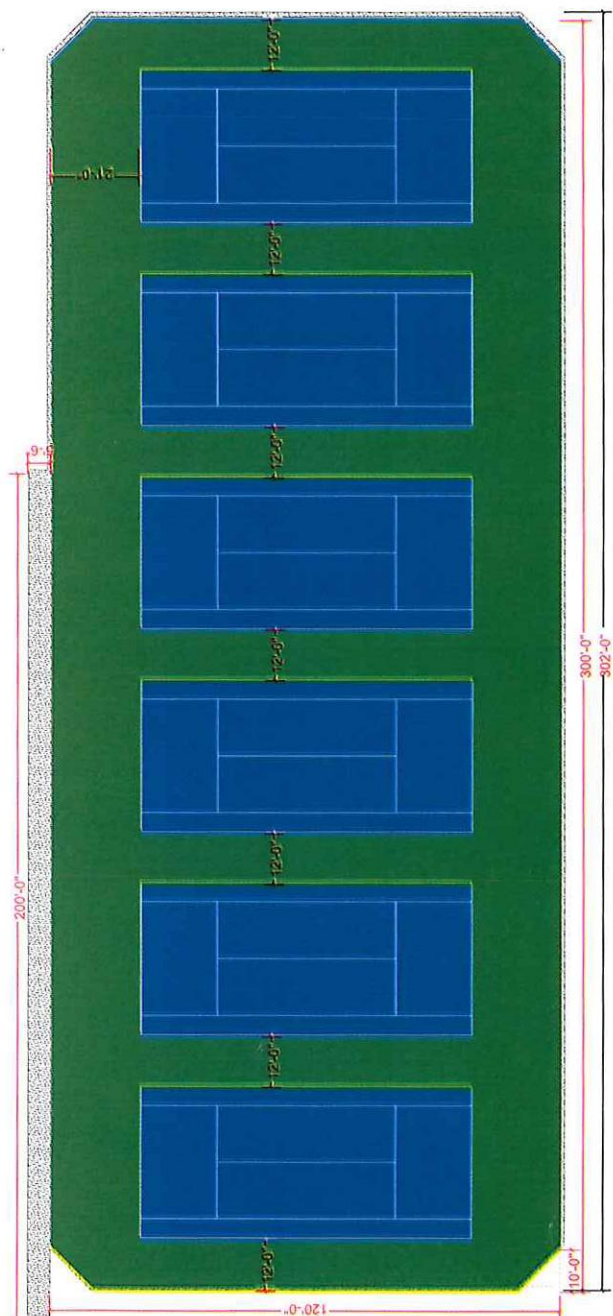
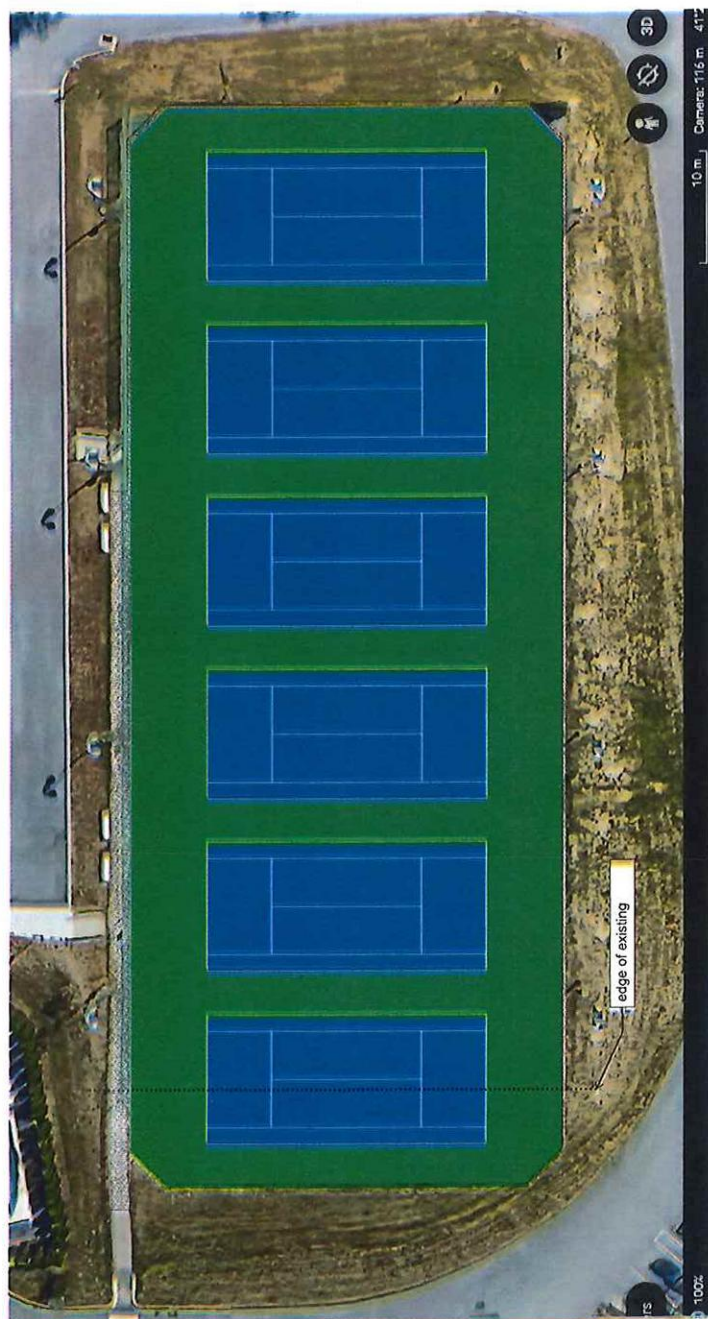
CONDITIONS

Notwithstanding any other document or agreement entered into by FieldTurf in connection with the supply and installation only of its product pursuant to the present bid proposal, the following shall apply:

- a) This bid proposal and its acceptance is subject to strikes, accidents, delays beyond our control and *force majeure*.
- b) Based upon Applications for Payment submitted to the Customer by the Supplier, the Customer shall make progress payments on account of the Purchase Price to the Supplier as provided below and elsewhere in the Agreement. The period covered by each Application for Payment shall be one calendar month ending on the last day of the month. 20% of the total contract value shall be due on December 1, 2023. Thereafter, the Customer shall make payment of the certified amount to the Supplier, 5% retainage, within thirty (30) days of the date of the Application for Payment. Payments due and unpaid under the Agreement shall bear interest from the date payment is due at the rate of ten Percent (10%) per annum. Final payment, constituting the entire unpaid balance of the Purchase Price, shall be made by the Customer to the Supplier when:
 - The Supplier has fully performed the all the work; and
 - Supplier's Certificate of Completion for the Turf Product has been signed by the Customer
- c) Accounts overdue beyond 30 days of invoice date will be charged at an interest rate of 10% per annum.
- d) FieldTurf requires a minimum of 21 days after receiving a fully executed contract or purchase order and final approvals on shop drawings to manufacture, coordinate delivery and schedule arrival of installation crew. Under typical field size and scenario, FieldTurf further requires a minimum of 28 days per field to install the Product subject to weather and *force majeure*
- e) FieldTurf requires a suitable staging area. Staging area must be square footage of field x 0.12, have a minimum access of 15 feet wide by 15 feet high, and, no more than 100 ft from the site. A 25 foot wide by 25 foot long hard or paved clean surface area located within 50 feet of the playing surface shall be provided for purposes of proper mixing of infill material. Access to any field will include suitable bridging over curbs from the staging area to permit suitable access to the field by low clearance vehicles. Staging area surface shall be suitable for passage with motor vehicles used to transport materials to the site and/or staging area. FieldTurf shall not be liable for any damages to the staging area or its surface unless such damages are caused by FieldTurf's intentional misconduct or negligence.
- f) This proposal is based on a single mobilization. If the site is not ready and additional mobilizations are necessary, additional charges will apply.
- g) Upon substantial completion of FieldTurf's obligations, the Customer shall sign FieldTurf's Certificate of Completion in the form currently in force; to accomplish this purpose, the Customer will ensure that an authorized representative is present at the walk-through to determine substantial completion and acceptance of the field, which may include a list of punch list items.
- h) FieldTurf shall not be a party to any penalty clauses and/or liquidated damages provisions.
- i) FieldTurf shall be entitled to recover all costs and expenses, including attorney fees, associated with collection procedures in the event that FieldTurf pursues collection of payment of any past due invoice.
- j) All colors are to be chosen from FieldTurf's standard colors.

THE TARKETT SPORTS FAMILY - LEADERS IN SPORTS SURFACING





#11

TOWN OF WATERFORD
TRANSFER REQUEST FORM
Out of Series Transfer Request

Building Dept
DEPARTMENT

Line No.	Org. Code	Object Code	Object Description	APPROVED Budget Amount	CURRENT Available Budget	ACCOUNT INCREASE	ACCOUNT DECREASE	REVISED Available Budget
1	10118	51910	Fringe Benefits	225.00	225.00	150.00		375.00
2	10118	53010	Office Supplies	2,400.00	2,400.00		(150.00)	2,250.00
3								0.00
4								0.00
5								0.00
6								0.00
7								0.00
8								0.00
9								0.00
10								0.00
								0.00
								0.00
TOTAL						150.00	(150.00)	

Explanation

Union contract increased clothing allowance from \$75.00/employee to \$125.00/employee (3 employees)

Due to the decrease in price for plotter paper, there are funds available in the Office Supplies line

Jonathan E. Mullen
Department Head

Kim Allen
Director of Finance

First Selectman

Commission/Board Approval

11/5/2024
Date

11/6/25
Date

Date

Date

Town of Waterford, CT



YEAR-TO-DATE BUDGET REPORT

FOR 2025 13

	ORIGINAL APPROV	TRANS/ADJMENTS	REVISED BUDGET	YTD EXPENSE	ENCUMBRANCES	AVAILABLE BUDGET	% USED
101 GENERAL FUND							
HOLIS BUILDING DEPARTMENT							
51110 ADMINISTRATION							
10118 51110	ADMINISTRATION	0.00	110,083.00	37,398.60	0.00	72,684.40	34.0%
51120 INSPECTION							
10118 51120	INSPECTION	0.00	164,787.00	52,572.24	0.00	112,214.76	31.9%
51810 OVERTIME							
10118 51810	OVERTIME	0.00	1,102.00	166.32	0.00	935.68	15.1%
51910 FRINGE BENEFITS							
10118 51910	FRINGE BENEFITS	0.00	225.00	0.00	0.00	225.00	.0%
51920 F.I.C.A.							
10118 51920	F.I.C.A.	0.00	21,112.00	6,540.71	0.00	14,571.29	31.0%
52010 ADVERTISING							
10118 52010	ADVERTISING	0.00	3,000.00	430.28	1,969.72	600.00	80.0%
52020 POSTAGE							
10118 52020	POSTAGE	0.00	1,000.00	159.57	0.00	840.43	16.0%

Town of Waterford, CT



YEAR-TO-DATE BUDGET REPORT

FOR 2025 13						
ORIGINAL APPROP	TRANS/ADJUSTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
52030 PROFESSIONAL FEES						
10118 52030	PROFESSIONAL FEES 0.00	10,000.00	0.00	0.00	10,000.00	.0%
52040 SERVICE CONT AND REPAIRS						
10118 52040	SERVICE CONT. AND REPAIRS 0.00	2,004.00	576.63	1,611.45	-184.08	109.2%
52050 DUES CONFER						
10118 52050	DUES, CONFERENCES & EDUCAT 0.00	5,580.00	1,876.29	0.00	3,703.71	33.6%
53010 OFFICE SUPPLIES						
10118 53010	OFFICE SUPPLIES 0.00	2,400.00	425.58	0.00	1,974.42	17.7%
53090 FUELS AND LUBRICANTS						
10118 53090	FUELS AND LUBRICANTS 0.00	1,239.00	381.27	0.00	857.73	30.8%
54060 OFFICE EQUIPMENT						
10118 54060	OFFICE EQUIPMENT 0.00	4,000.00	0.00	0.00	4,000.00	.0%
TOTAL BUILDING DEPARTMENT		326,532.00	100,527.49	3,581.17	722,423.34	31.2%
TOTAL GENERAL FUND		326,532.00	100,527.49	3,581.17	722,423.34	31.2%
TOTAL EXPENSES		326,532.00	100,527.49	3,581.17	722,423.34	
GRAND TOTAL		326,532.00	100,527.49	3,581.17	722,423.34	31.0%

Town of Waterford, CT

YEAR-TO-DATE BUDGET REPORT



FOR 2025-13

ORIGINAL APPROP	TRANS/ADJST	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
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** END OF REPORT - Generated by Kimberly Allen **

CHECK ONE:

☐ GRANT
☐ PERSONAL SERVICE AGREEMENT

1. THE STATE BUSINESS UNIT AND THE CONTRACTOR AS LISTED BELOW HEREBY ENTER INTO AN AGREEMENT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN AND/OR ATTACHED HERETO AND SUBJECT TO THE PROVISIONS OF SECTION 4-98 OF THE CONNECTICUT GENERAL STATUTES AS APPLICABLE.

2. ACCEPTANCE OF THIS CONTRACT IMPLIES CONFORMANCE WITH TERMS AND CONDITIONS SET FORTH BY THE OFFICE OF POLICY AND MANAGEMENT PERSONAL SERVICE AGREEMENT STANDARDS AND PROCEDURES.

(1) ☒ ORIGINAL ☐ AMENDMENT	(2) IDENTIFICATION #s. P.S. P.O.
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CONTRACTOR	(3) CONTRACTOR NAME TOWN OF WATERFORD	(4) ARE YOU PRESENTLY A STATE EMPLOYEE? ☐ YES ☒ NO
	CONTRACTOR ADDRESS 15 Rope Ferry Road, Waterford, CT 06385	

STATE AGENCY	(5) AGENCY NAME AND ADDRESS DEEP - Bureau of Outdoor Recreation, 79 Elm Street, Hartford, CT 06106-5127	(6) Dept No. DEP43000
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CONTRACT PERIOD	(7) DATE (FROM) Execution	THROUGH (TO) Execution + 5 years	(8) INDICATE ☐ MASTER AGREEMENT ☐ CONTRACT AWARD NO. _____ ☒ NEITHER
-----------------	------------------------------	-------------------------------------	---

COMPLETE DESCRIPTION OF SERVICE	(9) CONTRACTOR AGREES TO: (Include special provisions - Attach additional blank sheets if necessary.)		
	1. Performance: Do, conduct, perform or cause to be performed in a satisfactory and proper manner as determined by the Commissioner of Energy and Environmental Protection, all work described in Appendix A, which is attached hereto and made a part hereof. Appendix A consists of 5 pages numbered A-1 through A-5 inclusive. Page 1 of 7 Standard Terms and Conditions are contained in Pages 2 through 7 and are attached hereto and made a part hereof.		

COST AND SCHEDULE OF PAYMENTS	(10) PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICES.		
	Cost and Schedule of Payments is attached hereto as Appendix B and made a part hereof. (Appendix B consists of 1 page numbered B-1). Total Payments Not to Exceed the Maximum Amount of \$568,000.00.		

(11) OBLIGATED AMOUNT \$568,000.00	
---------------------------------------	--

(12) Amount	(13) Dept	(14) Fund	(15) SID	(16) Program	(17) Project	(18) Activity	(19) Bud Ref	(20) Agency CF 1	(21) Agency CF 2	(22) Account
\$568,000.00	DEP43153	12060	35328	64003	DEP-Nonproject		2024			55050

An individual entering into a Personal Service Agreement with the State of Connecticut is contracting under a "work-for-hire" arrangement. As such, the individual is an independent contractor, and does not satisfy the characteristics of an employee under the common law rules for determining the employer/employee relationship of Internal Revenue Code Section 3121 (d) (2). Individuals performing services as independent contractors are not employees of the State of Connecticut and are responsible themselves for payment of all State and local income taxes, federal income taxes and Federal Insurance Contribution Act (FICA) taxes.

ACCEPTANCES AND APPROVALS	(23) STATUTORY AUTHORITY CGS Sec. 4-8 as amended; CGS Sec. 22a-6(a)(2) as amended CGS Sec. 7-148(c) as amended (mun. auth.)	
(24) CONTRACTOR (OWNER OR AUTHORIZED SIGNATURE)	TITLE Robert J. Bruie, First Selectman, Waterford	DATE
(25) AGENCY (AUTHORIZED OFFICIAL)	TITLE Michael Lambert, Chief Bureau of Outdoor Recreation	DATE
(26) ATTORNEY GENERAL (APPROVED AS TO FORM)		DATE

DISTRIBUTION: CONTRACTOR AGENCY FUNDS AVAILABLE: _____

1. Definitions:

- (a) State. The State of Connecticut, including the Department of Energy and Environmental Protection and any office, department, board, council, commission, institution or other agency of the State.
- (b) Commissioner. The Commissioner of Energy and Environmental Protection or the Commissioner's designated agent.
- (c) Parties. The Department of Energy and Environmental Protection (DEEP or Agency) and the Contractor.
- (d) Contractor Parties. Contractor Parties shall be defined as a Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity. To the extent that any Contractor Party is to participate or Perform in any way, directly or indirectly in connection with the Contract, any reference in the Contract to the "Contractor" shall also be deemed to include "Contractor Parties", as if such reference had originally specifically included "Contractor Parties" since it is the Parties' intent for the terms "Contractor Parties" to be vested with the same respective rights and obligations as the terms "Contractor."
- (e) Contract. This agreement, as of its Effective Date, between the Contractor and the State for any or all goods or services as more particularly described in Appendix A.
- (f) Execution. This contract shall be fully executed when it has been signed by authorized representatives of the parties, and if it is for an amount of Twenty-five thousand dollars (\$25,000.00) or more, by the authorized representative of the state Attorney General's office.
- (g) Exhibits. All attachments, appendices or exhibits referred to in and attached to this Contract are incorporated in this Contract by such reference and shall be deemed to be a part of it as if they had been fully set forth in it.
- (h) Records. For the purposes of this Contract, records are defined as all working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.
- (i) Confidential Information. Confidential Information shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Department classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.
- (j) Confidential Information Breach. Confidential Information Breach shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State.
- (k) Claim. Claim shall mean, all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.

2. Audit Requirements for Recipients of State Financial Assistance. For purposes of this paragraph, the word "contractor" shall be deemed to mean "nonstate entity," as that term is defined in Section 4-230 of the Connecticut General Statutes. The contractor shall provide for an annual financial audit acceptable to the Agency for any expenditure of state-awarded funds made by the contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The contractor will comply with federal and state single audit standards as applicable.

3. Forum and Choice of Law. The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

4. Termination.

- (a) Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may Terminate the Contract whenever the Agency makes a written determination that such Termination is in the best interests of the State. The Agency shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination

and the extent to which the Contractor must complete its Performance under the Contract prior to such date.

- (b) Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Terminate the Contract in accordance with the provisions in the Breach section of this Contract.
- (c) The Agency shall send the notice of Termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to the Agency for purposes of correspondence, or by hand delivery. Upon receiving the notice from the Agency, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Agency all Records. The Records are deemed to be the property of the Agency and the Contractor shall deliver them to the Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the Agency for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
- (d) Upon receipt of a written notice of Termination from the Agency, the Contractor shall cease operations as the Agency directs in the notice, and take all actions that are necessary or appropriate, or that the Agency may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which the Agency directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
- (e) The Agency shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Agency, in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Agency is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the Agency, the Contractor shall assign to the Agency, or any replacement contractor which the Agency designates, all subcontracts, purchase orders and other commitments, deliver to the Agency all Records and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as the Agency may request.
- (f) For breach or violation of any of the provisions in the section concerning Representations and Warranties, the Agency may Terminate the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.
- (g) Upon Termination of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.
- (h) Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by the Agency.

5. Indemnification.

- (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.
- (b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.
- (c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
- (d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- (e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall cause the State to be named as an additional insured on the policy and shall provide (1) a certificate of insurance, (2) the declaration page and (3) the additional insured endorsement to the policy to the State and the Agency all in an electronic format acceptable to the State prior to the Effective Date of the Contract evidencing that the State is an additional insured. The Contractor shall not begin Performance until the delivery of these three documents to the Agency. Contractor shall provide an annual electronic update of the three documents to the Agency and the State on or before each anniversary of the Effective Date during the Contract term. State shall

be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that State is contributorily negligent.

- (f) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.
6. Sovereign Immunity. The parties acknowledge and agree that nothing in the Solicitation or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.
7. Audit and Inspection of Plants, Places of Business and Records.
- (a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.
 - (b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
 - (c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
 - (d) The Contractor will pay for all costs and expenses of any audit or inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Contract. The Contractor will remit full payment to the State for such audit or inspection no later than 30 days after receiving an invoice from the State. If the State does not receive payment within such time, the State may setoff the amount from any moneys which the State would otherwise be obligated to pay the Contractor in accordance with this Contract's Setoff provision.
 - (e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Contract, or (ii) the expiration or earlier termination of this Contract, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
 - (f) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
 - (g) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.
8. Campaign Contribution Restriction. For all State contracts, defined in section 9-612 of the Connecticut General Statutes as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract represent that they have received the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice.
9. Confidential Information. The Agency will afford due regard to the Contractor's request for the protection of proprietary or confidential information which the Agency receives. However, all materials associated with the Bid and the Contract are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a request, the Contractor may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the Contractor believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. To the extent that any other provision or part of the Contract, especially including the Bid, the Records and the specifications, conflicts or is in any way inconsistent with this section, this section controls and shall apply and the conflicting provision or part shall not be given effect. If the Contractor indicates that certain documentation is submitted in confidence, by specifically and clearly marking said documentation as CONFIDENTIAL," the Agency will endeavor to keep said information confidential to the extent permitted by law. The Agency, however, has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. The Contractor shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall the Agency or the State have any liability for the disclosure of any documents or information in its possession which the Agency believes are required to be disclosed pursuant to the FOIA or other requirements of law.
10. Protection of Confidential Information.
- (a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
 - (b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Agency or State concerning the confidentiality of Confidential Information. Such data-security program shall

include, but not be limited to, the following:

- (1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 - (2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 - (3) A process for reviewing policies and security measures at least annually;
 - (4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - (5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- (c) The Contractor and Contractor Parties shall notify the Agency and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Agency and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Agency, any State of Connecticut entity or any affected individuals.
- (d) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- (e) Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of Covered Entity.
11. Executive Orders and Other Enactments.
- (a) All references in this Contract to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Contract at any time during its term, or that may be made applicable to the Contract during its term. This Contract shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to perform under this Contract if it chooses to contest the applicability of the Enactments or the Client Agency's authority to require compliance with the Enactments.
- (b) This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Contract as if they had been fully set forth in it.
- (c) This Contract may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; and (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Contract as if fully set forth in it.
12. Antitrust Provision. Contractor hereby irrevocably assigns to the State of Connecticut all rights, title and interest in and to all Claims associated with this Contract that Contractor now has or may or will have and that arise under the antitrust laws of the United States, 15 USC Section 1, *et seq.* and the antitrust laws of the State of Connecticut, Connecticut General Statute § 35-24, *et seq.*, including but not limited to any and all Claims for overcharges. This assignment shall become valid and effective immediately upon the accrual of a Claim without any further action or acknowledgment by the parties.
13. State Liability. The State of Connecticut shall assume no liability for payment for services under the terms of this agreement until the contractor is notified that this agreement has been accepted by the contracting agency and, if applicable, approved by the Office of Policy and Management (OPM) or the Department of Administrative Services (DAS) and by the Attorney General of the State of Connecticut.
14. Distribution of Materials. The Contractor shall obtain written approval from the Commissioner prior to the distribution or publication of any materials prepared under the terms of this Contract. Such approval shall not be unreasonably withheld.
15. Change in Principal Project Staff. Any changes in the principal project staff must be requested in writing and approved in writing by the Commissioner at the Commissioner's sole discretion. In the event of any unapproved change in principal project staff, the Commissioner may, in the Commissioner's sole discretion, terminate this Contract.
16. Further Assurances. The Parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other Party which are not inconsistent with the provisions of this Contract and which do not involve the vesting of rights or assumption of obligations other than those provided for in the Contract, in order to give full effect to the Contract and to carry out the intent of the Contract.
17. Recording and Documentation of Receipts and Expenditures. Accounting procedures must provide for accurate and timely recording of receipt of funds by source, expenditures made from such funds, and of unexpended balances. Controls must be established which are

adequate to ensure that expenditures under this Contract are for allowable purposes and that documentation is readily available to verify that such charges are accurate.

18. Assignability. The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Commissioner thereto: provided, however, that claims for money due or to become due the Contractor from the Commissioner under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Commissioner.
19. Third Party Participation. The Contractor may make sub-awards, using either its own competitive selection process or the values established in the state's competitive selection process as outlined in DAS General Letter 71, whichever is more restrictive, to conduct any of the tasks in the Scope of Work contained in Appendix A. The Contractor shall advise the Commissioner of the proposed sub-awardee and the amount allocated, at least two (2) weeks prior to the making of such awards. The Commissioner reserves the right to disapprove such awards if they appear to be inconsistent with the program activities to be conducted under this grant. As required by Sec. 46a-68j-23 of the Connecticut Regulations of State Agencies the Contractor must make a good faith effort, based upon the availability of minority business enterprises in the labor market area, to award a reasonable proportion of all subcontracts to such enterprises. When minority business enterprises are selected, the Contractor shall provide DEEP with a copy of the Affidavit for Certification of Subcontractors as Minority Business Enterprises (MBE) along with a copy of the purchase order or contract engaging the Subcontractor. The Contractor shall be the sole point of contact concerning the management of the Contract, including performance and payment issues. The Contractor is solely and completely responsible for adherence by any subcontractor to all the applicable provisions of the Contract.
20. Set Aside. State agencies are subject to the requirements of CGS sec. 4a-60g. Unless otherwise specified by the invitation to bid, general contractors intending to subcontract any portion of work under this Contract shall subcontract 25% of the total contract value to small contractors certified by the Department of Administrative Services (DAS) and are further required to subcontract 25% of that 25% to minority and women small contractors certified as minority business enterprises by DAS. Selected general contractors that are certified by DAS as small contractors, minority business enterprises, or both are excused from this requirement but must comply with CGS sec. 4a-60g(e) and complete a minimum of 30% of the work by dollar value with their own workforces and ensure at least 50% of the work overall by dollar value is completed by contractors or subcontractors certified as small contractors or minority business enterprises by DAS.
21. Procurement of Materials and Supplies. The Contractor may use its own procurement procedures which reflect applicable State and local law, rules and regulations provided that procurement of tangible personal property having a useful life of more than one year and an acquisition cost of one thousand dollars (\$1,000.00) or more per unit be approved by the Commissioner before acquisition.
22. Americans with Disabilities Act. The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), to the extent applicable, during the term of the Contract. The DEEP may cancel the Contract if the Contractor fails to comply with the Act.
23. Affirmative Action and Sexual Harassment Policies. The Contractor agrees to comply with the Departments Affirmative Action and Sexual Harassment Policies available on DEEP's web site. Hard copies of the policy statements are available upon request at DEEP.
24. Breach. If either Party breaches the Contract in any respect, the non-breaching Party shall provide written notice of the breach to the breaching Party and afford the breaching Party an opportunity to cure within ten (10) days from the date that the breaching Party receives the notice. In the case of a Contractor breach, any other time period which the Agency sets forth in the notice shall trump the ten (10) days. The right to cure period shall be extended if the non-breaching Party is satisfied that the breaching Party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective Contract Termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching Party in writing prior to the Termination date; no further action shall be required of any Party to effect the Termination as of the stated date. If the notice does not set forth an effective Contract Termination date; then the non-breaching Party may Terminate the Contract by giving the breaching Party no less than twenty-four (24) hours' prior written notice. If the Agency believes that the Contractor has not performed according to the Contract, the Agency may withhold payment in whole or in part pending resolution of the Performance issue, provided that the Agency notifies the Contractor in writing prior to the date that the payment would have been due.
25. Severability. If any term or provision of the Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of the Contract or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of the Contract shall be valid and enforced to the fullest extent possible by law.
26. Contractor Guarantee. The Contractor shall: perform the Contract in accordance with the specifications and terms and conditions of the Scope of Work, furnish adequate protection from damage for all work and to repair any damage of any kind, for which he or his workmen are responsible, to the premises or equipment, to his own work or to the work of other contractors; pay for all permits, licenses, and fees, and to give all notices and comply with all laws, ordinances, rules and regulations of the city and the State.
27. Force Majeure. The Parties shall not be excused from their obligation to perform in accordance with the Contract except in the case of Force Majeure events and as otherwise provided for in the Contract. A Force Majeure event materially affects the cost of the Goods or Services or the time schedule for performance and is outside the control nor caused by the Parties. In the case of any such exception, the nonperforming Party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance.
28. Entirety of Contract. The Contract is the entire agreement between the Parties with respect to its subject matter, and supersedes all prior agreements, proposals, offers, counteroffers and understandings of the Parties, whether written or oral. The Contract has been entered into after full investigation, neither Party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in the Contract.

29. Interpretation. The Contract contains numerous references to statutes and regulations. For purposes of interpretation, conflict resolution and otherwise, the content of those statutes and regulations shall govern over the content of the reference in the Contract to those statutes and regulations.
30. Compliance with Consumer Data Privacy and Online Monitoring. Pursuant to section 4 of Public Act 23-16 of the Connecticut General Assembly, Contractor shall at all times comply with all applicable provisions of sections 42-515 to 42-525, inclusive, of the Connecticut General Statutes, as the same may be revised or modified.

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APPENDIX A

SCOPE OF WORK

Project: The Town of Waterford (the “Contractor”) shall complete improvements at certain property owned by the State of Connecticut, Department of Energy & Environmental Protection (the “State”) containing approximately 0.89 acres located in the Town of Waterford, Connecticut, known as 365 and 371 Rope Ferry Road, hereinafter referred to as “the Property,” which serves as overflow parking for the Niantic River State Boat Launch and Water Access Area adjacent to the Property (hereinafter the “Project”).

Description: Following the execution of this Contract, the Contractor agrees to complete the Project as outlined in this Scope of Work, and in accordance with, and subject to, the following terms and conditions:

1. Project Activities/Deliverables:

- A. The Contractor shall design and construct public trailered parking, general parking, and stormwater quality improvements at the Property, to the satisfaction of the State (“Project”). In so doing, the Town shall provide construction project management and the installation of features in accordance with the approved site design identified in Paragraph 2, including but not limited to:
 - a. Sediment and erosion controls and public safety measures during construction;
 - b. Post and rail fencing around the Property;
 - c. Site lighting;
 - d. Native vegetation landscaping;
 - e. Stormwater quality rain garden infrastructure, with the exception of previously installed tree filters;
 - f. Traffic, directional, and parking rule signage;
 - g. Paving and pavement line striping;
 - h. Pedestrian paths and sidewalks;
 - i. Electrical conduits for anticipated future EV charging stations;
 - j. Associated grading, trenching, and other earthwork;
- B. For the duration of construction activities, the Contractor shall erect informational signage at the Project site acknowledging State funding and informing users of accessibility, as further set forth in Paragraph 10 of this Agreement.
- C. Within one year after completion of the Project, the Contractor shall provide to the State as-built surveys of the Property depicting the accurate grade elevations and location of constructed features at the site.

2. Budget and Phasing Plan:

The Town shall adhere to the following budget and phasing plan. Amounts dedicated to specific phases may be reallocated between the various phases upon written approval of the State without formal amendment of this Contract, provided the total amount payable under this Contract does not increase. Both Parties acknowledge that the budgeted amounts below reflect current cost estimates and, in the event of significant increases in construction costs, completion

of each phase by the Contractor is contingent on securing additional funding by the Contractor and/or the State.

Phase	Associated Work	Budgeted Estimate	State Share	Town Share
1	Completion of drainage and electrical conduits in the northerly half of the Premises, including associated site work	\$400,000.00	\$240,930.23	\$159,069.77
2	Completion of drainage and electrical conduits in the southerly half of the Premises, including associated site work	\$200,000.00	\$120,465.17	\$79,534.83
3	Completion of remaining site work including but not limited to sidewalks, timber rails, landscaping, light poles, and power supply	\$200,000.00	\$156,604.65	\$43,395.35

- 3. Project Design.** Prior to construction, the Contractor shall prepare a scaled site design for trailered parking, general parking, and stormwater quality improvements. Such site design shall be submitted to the DEEP Boating Division for review and written approval. The Contractor shall ensure that the location, design, installation, construction, design materials and work schedule related to this Project shall comply with all State of Connecticut building codes, the intent of the Americans with Disabilities Act (handicapped accessibility) and be of a nature that will minimize maintenance and ensure for public safety. The Contractor shall not allow any plants on the list promulgated pursuant to C.G.S. §22a-381b to be installed at the Property.
- 4. Construction and Schedule.** The Contractor shall construct the project in accordance with the approved site design identified in Paragraph 2. The Contractor shall complete the Project by December 31, 2024 and shall notify the State's Boating Division in writing within 30 days of such completion. The State staff shall inspect the Property within 30 days of notification of completion to verify that the Project has been built in accordance with the approved plans and specifications. If deficiencies in the construction of the Project facilities are noted during this inspection, the State shall provide to the Contractor a list of remedial work items to be performed prior to acceptance of the Project. The Contractor shall notify the State once all remedial work is completed. The State retains the right to re-inspect the Property and Project to assure compliance with all listed remedial work items.
- 5. Change of Use/Design.** No change in purpose or use of the work or Property authorized in this Contract may occur without the prior written approval of the State. The Contractor shall not make any improvements or alterations to the Property without prior written approval of the State, which approval may be withheld in the State's sole and absolute discretion. The State reserves the right to review and approve all plans prior to any and all site improvements at the Property, and no such improvement shall commence unless and until the State provides

its written approval for same.

- 6. Safety and Accident Prevention.** The Contractor and all Contracting Parties must comply with all applicable federal, state, and local laws governing safety, health, and sanitation. The Contractor is responsible for assuring that all safeguards, safety devices, and protective equipment are provided. The Contractor will take all other reasonable actions necessary to protect the life and health of the employees on the job and the safety of the public, and to protect property in connection with the performance of the Project.
- 7. Management of Materials.** Any materials removed from the site shall be managed in accordance with all federal, state, and local requirements, including Chapter 446K Water Pollution Control, Chapter 445 Hazardous Waste, and Chapter 446d Solid Waste of the Connecticut General Statutes.
- 8. Permits and Approvals:**
 - A. Prior to the commencement of activities described in Paragraph 1, the Contractor shall seek and obtain any and all required local, state, and federal permits and approvals, including a Special Use License for authorization to undertake construction activities on State owned property. No work activities at the Property shall commence until all such permits and approvals have been obtained by the Contractor. The Execution of this Contract in no way constitutes the approval by the Agency or any other State Departments of any permit needed by the Contractor to complete the Project as outlined above. The Execution of this Contract affords the Contractor no preferential treatment when seeking approval of any such permits.
 - B. Prior to completion of the Project, the Contractor will enter into a joint care and management agreement for authorization to maintain improvements constructed under this Contract and perform long-term operations at the site in cooperation with the State. The State will prepare and seek approval of such an agreement, the terms of which will be to the sole discretion of the Commissioner, from the Office of Policy and Management and the Office of the Attorney General.
- 9. Public Access.** The Contractor acknowledges that the site improved pursuant to this Agreement is owned by the State and is a public recreational area, and public access to such area shall not be obstructed.
- 10. Acknowledgement of Funding:** Any publication or sign produced or distributed, or any publicity conducted in association with this Contract and Project herein shall provide credit to the Department of Energy & Environmental Protection. The Contractor shall erect a sign at the Project site acknowledging that said Project is owned by the State and is a public recreational area, and that said Project received partial funding from the State of Connecticut administered through the Department of Energy and Environmental Protection.
- 11. Publication of Materials:** The Contractor must obtain written approval from the State's Boating Division prior to distribution or publication of any printed material prepared under the terms of this Contract.

Unless specifically authorized in writing by the State, on a case by case basis, Contractor shall have no right to use, and shall not use, the name of the State of Connecticut, its officials, agencies, or employees or the seal of the State of Connecticut or its agencies: (1) in any advertising, publicity, promotion; or (2) to express or to imply any endorsement of Contractor's products or services; or (3) to use the name of the State of Connecticut, its officials agencies, or employees or the seal of the State of Connecticut or its agencies in any other manner (whether

or not similar to uses prohibited by (1) and (2) above), except only to manufacture and deliver in accordance with this Agreement such items as are hereby contracted for by the State. In no event may the Contractor use the State Seal in any way without the express written consent of the Secretary of State.

12. ADA Publication Statement:

- A. For all public notices printed in newspapers, the following ADA and Title VI Publication Statement should be used:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action and Equal Opportunity Employer that is committed to complying with the Americans with Disabilities Act. To request an accommodation contact us at (860) 418-5910 or deep.accommodations@ct.gov

- B. If there is not a meeting or event associated with the material(s) being published, the following ADA and Title VI Publication Statement should be used:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action/Equal Opportunity Employer that is committed to complying with the requirements of the Americans with Disabilities Act. Please contact us at (860) 418-5910 or deep.accommodations@ct.gov if you: have a disability and need a communication aid or service; have limited proficiency in English and may need information in another language; or if you wish to file an ADA or Title VI discrimination complaint.

- C. If the material(s) being published have a meeting or event associated with them, the following ADA and Title VI Publication Statement should be used:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action/Equal Opportunity Employer that is committed to complying with the requirements of the Americans with Disabilities Act. Please contact us at (860) 418-5910 or deep.accommodations@ct.gov if you: have a disability and need a communication aid or service; have limited proficiency in English and may need information in another language; or if you wish to file an ADA or Title VI discrimination complaint. Any person needing a hearing accommodation may call the State of Connecticut relay number - 711. Requests for accommodations must be made at least two weeks prior to any agency hearing, program or event.

- D. For videos that will be published on the DEEP website, the following ADA and Title VI statement and the following line should be included on the DVD cover and the title page of the video:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action and Equal Opportunity Employer that is committed to complying with the requirements of the Americans with Disabilities Act. To request an accommodation contact us at (860) 418-5910 or deep.accommodations@ct.gov. This video with closed captioning is available at www.ct.gov/deep.

- 13. Project Status Reports:** Following Execution of this Contract, once every 4 months during the timeframe which this Contract is in effect the Contractor shall provide summaries of Project status to the State staff identified in Paragraph 17. Such summaries shall include, but not be limited to, the following:

- A. A brief description (1 or more pages) indicating the work completed to date, remaining work to be performed, and the anticipated project completion date, if different from the current Contract expiration date; and
- B. Total project expenditures incurred to date.
- C. Clear photographs of the Property and work performed to date submitted in .JPEG or .PNG format.

14. Contract Extensions/Amendments: Formal written amendment of the Contract is required for extensions to the final date of the Contract period and changes to terms and conditions specifically stated in the original Contract and any prior amendments, including but not limited to:

- A) Revisions to the maximum Contract payment;
- B) Total unit cost of service;
- C) Contract's objectives, services, or plan;
- D) Due dates for reports;
- E) Completion of objectives or services; and
- F) Any other Contract revisions determined material by the State.

If it is anticipated that the project cannot be completed as scheduled, a no-cost extension must be requested in writing no later than 60 days prior to the expiration date of the contract. Said extension request shall include a description of what work has been completed to date, shall document the reason for the extension request, and shall include a revised work schedule and project completion date. If deemed acceptable, approval will be received in the form of a contract amendment.

15. Final Financial Report: Prior to the expiration date of this Contract, the Contractor shall submit a Final Financial Report with supporting documentation sufficient to demonstrate expenditures identified in the Project proposal and amounts spent on specific items relevant to enhancements made to and at the Project site. The Final Financial Report shall be submitted to the State staff identified in Paragraph 17.

16. Final Project Report: Prior to the expiration of this Contract, the Contractor shall submit a Final Report including documentation, satisfactory to the Commissioner, demonstrating that all the elements of Appendix A have been met, including a narrative on project deliverable outcomes, photographs of the Property, and signage installed acknowledging State funding. The Final Project Report shall be submitted to the State staff identified in Paragraph 17.

17. Submission of Materials: For the purposes of this Contract, all correspondence, summaries, reports, products, and extension requests shall be submitted electronically via email to:

State Boating Division Program Specialist
Email: Yolanda.Cooley@ct.gov
Department of Energy and Environmental Protection
State Boating Division
Bureau of Outdoor Recreation

All payment **invoices** must include the PO #, PSA #, Project Title, DEEP Unit name, amount dates and description of services covered by the invoice, and shall be submitted electronically via email to:

State Boating Division Program Specialist
Email: Yolanda.Cooley@ct.gov
Department of Energy and Environmental Protection
State Boating Division
Bureau of Outdoor Recreation

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APPENDIX B
SCHEDULE OF PAYMENTS

The maximum amount payable under this Contract is **Five Hundred Sixty-Eight Thousand Dollars (\$568,000.00)**. The payments by the Commissioner shall allow for use of funds to meet allowable financial obligations incurred in conjunction with this Project within five years of execution of this Contract and shall be scheduled as follows. Project costs in excess of the maximum amount shall not be borne by the State. All payments by the Commissioner are subject to the receipt and approval by DEEP at its sole discretion of applicable detailed invoices with any required supportive documentation. Such payments shall be in accordance with the following schedule:

- a. Regular Payment Schedule.** Payments to the Town shall be made at the initiation of each phase of the Project in amounts equal to the "State Share" amounts listed in Appendix A for each phase, as such amounts may be reallocated in accordance with Section 2 of Appendix A. The Town shall keep each such payment in a separate, non-lapsing account dedicated to the work of the associated phase. At the completion of each phase, any unspent amount of such phase payment shall be returned to the Department of Energy and Environmental Protection prior to the commencement of the subsequent phase. No payment for a subsequent phase shall be due from the State until applicable detailed invoices and supporting documentation for the prior phase(s) are reviewed and approved by the Commissioner and any surplus funds returned.
- b. Regular Payment Maximum.** Total payment for the three phases shall not exceed Five Hundred Eighteen Thousand Dollars (\$518,000.00) without formal written amendment of this Agreement.
- c. Final Payment.** Upon completion of the Project to the Commissioner's satisfaction, review and approval of the Final Report, Final Financial Report, and associated documentation demonstrating that all the elements of Appendix A have been met, a final reimbursement payment not to exceed Fifty Thousand Dollars (\$50,000.00) shall be due to the Town.
- d.** The total sum of all payments shall not exceed the maximum contract amount noted above. Should the total Project costs be less than the amount of payments made, any remaining funds must be refunded by the Contractor to the Department of Energy and Environmental Protection in a check payable to the "Treasurer- State of Connecticut" within 90 days.

APPENDIX C

Place holder SAMPLE FINAL FINANCIAL REPORT

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Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

This notice is provided under the authority of Connecticut General Statutes §9-612 (f) (2) and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract or state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder, of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor or principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

DUTY TO INFORM

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

PENALTIES FOR VIOLATIONS

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties—Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

CONTRACT CONSEQUENCES

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "Lobbyist/Contractor Limitations."

DEFINITIONS

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the *negotiation of the state contract and not peripheral, clerical or ministerial responsibilities*.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fundraising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee, serving on the committee that is hosting a fundraising event, introducing the candidate or making other public remarks at a fundraising event, being honored or otherwise recognized at a fundraising event, or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

"Subcontractor" means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. "Subcontractor" does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a subcontractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.

FIFTEEN ROPE FERRY ROAD
WATERFORD, CT 06385-2886



PHONE: 860-442-0553
www.waterfordct.org

November 8, 2024

First Selectman Rob Brule
15 Rope Ferry Road
Waterford, CT 06385

Re: Appropriation Request
Line 20511-57767 (Nevins Cottage Structural Repairs)

Selectman Brule,

On behalf of the Planning Department, I would like to request an appropriation in the amount of \$100,000 from designated line 20511-57767 (Nevins Cottage Structural Repairs).

The funds will be utilized in conjunction with donated time and materials by the Friends of Nevins Cottage non-profit entity. All town contributions will be used for phase 1 of the project that includes outside structural repairs.

Director of Planning
Jonathan Mullen

AIA	Phase 1-Nevin's Cottage Exterior & Structural	
JOB NAME:		
DATE:	11/6/2024	127,485.00
<i>DIVISION #</i>	<i>DESCRIPTION</i>	<i>COST CODE GROUP</i>
00 - Conditions of Contract		\$ 4,000.00
00 73 00	Zoning	N/A
00 73 00	Real Estate Taxes	N/A
00 73 00	Legal Fees	N/A
00 73 00	Surveys	N/A
00 73 00	Traffic Study	N/A
00 73 00	Architectural and Engineering	N/A
00 73 00	Appraisal	N/A
00 73 00	Interest Reserve	N/A
00 73 00	Commitment Fee	N/A
00 73 00	Miscellaneous	\$ 3,500.00
00 73 00	Renderings, Postage/Copies, Blueprints	\$ 500.00
00 73 16	Title Insurance	N/A
01 - General Requirements		\$ 21,925.00
01 00 00	Overhead	N/A
01 00 00	Insurance	\$ 3,200.00
01 00 00	Contingency	\$ 2,000.00
01 00 00	Energy Rating	N/A
01 00 00	Snow Control	N/A
01 21 19	Special Inspections	N/A
01 21 19	Site Inspections	N/A
01.31.00	Project Management	N/A
01.41.00	Permits and Fees	\$ 25.00
01.51.00	Temporary Utilities	TBD
01.52.00	Construction Utilities/Field Offices	N/A
01.53.00	Temporary Construction	\$ 1,500.00
01.54.00	Temporary Equipment	\$ 4,700.00
01.56.00	Temporary Barriers & Enclosures (dust, noise, security)	\$ 1,200.00
01 58 00	Project Identification/Signage	\$ 700.00
01 66 00	Product Storage/Handling	N/A
01.74.13	Progress Cleaning	\$ 2,200.00
01 74 16	Site Maintenance	N/A
01.74.19	Waste Management & Disposal	\$ 6,400.00
01 74 23	Final Cleaning	N/A

01.77.00	Closeout Procedures	N/A
02 - Existing Conditions		\$ 26,000.00
02.24.00	Environmental Assessment	\$ 14,000.00
02.40.00	Demolition	\$ 12,000.00
02.65.00	Tank Removal	\$ 975.00
03 - Concrete		\$ 5,200.00
03.21.00	Reinforcement Bars	N/A
03.30.00	Slabs	\$ 3,400.00
03.31.00	Footings and Foundations	\$ 1,800.00
03.30.00	Sidewalks L+M	N/A
03.48.13	Precast Concrete Bollards	N/A
03.81.00	Concrete Cutting	N/A
03.82.00	Concrete Boring	N/A
06 - Wood, Plastics, Composites		\$ 15,800.00
06.10.00	Rough Carpentry L&M	\$ 7,300.00
06.15.00	Deck L+M	\$ 8,500.00
06.17.83	Trusses	Phase 2
06.20.23	Interior Finish Carpentry	Phase 2
06.43.00	Wood Stairs and Railings	Phase 2
06.46.00	Wood Trim	Phase 2
07 - Thermal/Moisture Protection		\$ 39,660.00
07.21.00	Thermal Insulation	Phase 2
07.31.13	Architectural Shingles L&M	N/A
07.46.16	Metal Roofing	\$ 5,200.00
07.46.00	Siding Labor	\$ 4,500.00
07.46.46	Siding Material	\$ 20,000.00
07.50.00	Membrane (Blueskin)	\$ 4,400.00
07.60.00	Flashing and Sheet Metal	\$ 760.00
07.71.23	Gutters and Downspouts	\$ 4,800.00
07.90.00	Joint Sealants	N/A
08 - Openings		\$ 4,500.00
08.13.00	Exterior Doors	\$ 1,100.00
08.14.00	Interior Doors	Phase 2
08.31.00	Access Doors and Panels	N/A
08.53.00	Windows	\$ 2,200.00
08.71.00	Door Hardware	\$ 1,200.00
08.83.00	Glass Glazing	See Windows
08.91.00	Louvers	N/A
08.95.00	Vents	Phase 2

09 - Finishes		\$ 6,000.00
09.00.00	Misc Finishes	\$ 800.00
09.29.00	Gypsum Board	Phase 2
09 29 00	Gypsum Board Labor	Phase 2
09 27 00	Gyp-Crete Subflooring L&M	N/A
09.30.13	Ceramic Tile L&M	N/A
09.65.00	Resilient Flooring L&M	N/A
09.68.00	Carpet L&M	N/A
09.90.00	Interior Painting and Coating L&M	Phase 2
09 90 00	Exterior Painting and Coating L&M	\$ 5,200.00
10 - Specialties		\$ -
10.00.00	Specialties Labor	Phase 2
10.14.00	Signage	Phase 2
10.28.13	Bath Accessories	Phase 2
10.44.00	Fire Protection Specialities	Phase 2
10.57.00	Closet Shelves	Phase 2
10.74.00	Manufactured Ext Specialities	Phase 2
11 - Equipment		\$ -
11 31 13	Appliances	Phase 2
12 - Furnishings		\$ -
12.21.00	Window Blinds	Phase 2
12 35 30	Kitchen Cabinets L&M	Phase 2
12.35.30	Cabinet Hardware	Phase 2
12 36 00	Kitchen Countertops L&M	Phase 2
12.36.00	Bathroom Countertops L&M	Phase 2
14 - Conveying Equipment		\$ 2,200.00
14.80.00	Scaffolding	\$ 2,200.00
22-Plumbing		\$ -
22.00.00	Plumbing L&M	Phase 2
22.40.00	Plumbing Fixtures	Phase 2
22.40.00	Water Meter L&M	TBD
23 - HVAC		\$ -
23.00.00	Heating, Ventilation, Air Conditioning L&M	Phase 2
26 - Electrical		\$ -
26.00.00	Electrical L&M	Phase 2
26.51.00	Interior Lighting	Phase 2
26 56 16	Parking Lights M+T	Phase 2
27 - Communication		\$ -
27.10.00	Structured Cabling	Phase 2

31 - Earthwork		\$ -
31 00 00	Earthwork	N/A
31 00 00	Site Demolition	N/A
31 11 00	Clearing & Grubbing	N/A
31 14 00	Earth Stripping and Stockpiling	N/A
31 22 19	Spreading/Grading Topsoil	N/A
31.23.00	Excavation and Backfill	N/A
31 23 16	Rock Removal	N/A
31 25 00	Erosion and Sediment Control	N/A
32 - Exterior Improvements		\$ -
32.00.00	Landscaping	Phase 3
32 11 00	Paving Base Courses	Phase 3
32.12.16	Paving--Asphalt	Phase 3
32 16 13	Asphalt Curbs	Phase 3
32.16.23	Sidewalk prep	Phase 3
32 18 00	Recreational Surfacing	Phase 3
32.31.00	Fences and Gates	Phase 3
32.91.13	Mulch	Phase 3
32.94.00	Planting Accessories (grates, grids, edging)	Phase 3
Miscellaneous		\$ 2,200.00
	Website	\$ 2,200.00
Total Project Cost		\$ 127,485.00

#14

TOWN OF WATERFORD
TRANSFER REQUEST FORM
Out of Series Transfer Request

First Selectman's Office
DEPARTMENT

Line No.	Org. Code	Object Code	Object Description	APPROVED Budget Amount	CURRENT Available Budget	ACCOUNT INCREASE	ACCOUNT DECREASE	REVISED Available Budget
1	10101	52040	Service Cont. and Repairs	1,200.00	(53.00)	200.00		147.00
2	10101	53020	Office Supplies	1,800.00	1,521.27		(200.00)	1,321.27
TOTAL						200.00	(200.00)	

Explanation

covering negative funds from 53040

Transfer will cover the color copy costs

Less office supplies will be ordered to allow the funds to be transferred.

Emailed _____
Department Head

11/6/2024 _____
Date

Kim Allen _____
Director of Finance

11/6/2024 _____
Date

First Selectman

Date

Commission/Board Approval

Date

Town of Waterford, CT

YEAR-TO-DATE BUDGET REPORT



FOR 2025 13						
	ORIGINAL APPROP	TRANS/ADJ/STMS	REVISED BUDGET	YTD EXPENDED	EXCUMPRANCES	AVAILABLE BUDGET
101 GENERAL FUND						
10101 FIRST SELECTMEN						
51010 ELECTED OFFICIALS						
10101 51010	113,176.00	ELECTED OFFICIALS 0.00	113,176.00	39,026.16	0.00	74,149.84
51020 ELECTED SELECTMEN						
10101 51020	3,843.00	ELECTED SELECTMEN 0.00	3,843.00	1,280.80	0.00	2,562.20
51110 ADMINISTRATION						
10101 51110	67,070.00	ADMINISTRATION 0.00	67,070.00	20,710.38	0.00	46,359.62
51920 F.I.C.A.						
10101 51920	14,083.00	F.I.C.A. 0.00	14,083.00	4,428.46	0.00	9,654.54
52010 ADVERTISING						
10101 52010	100.00	ADVERTISING 0.00	100.00	0.00	0.00	100.00
52020 POSTAGE						
10101 52020	100.00	POSTAGE 0.00	100.00	0.00	0.00	100.00
52030 PROFESSIONAL FEES						
10101 52030	3,000.00	PROFESSIONAL FEES 0.00	3,000.00	0.00	0.00	3,000.00

Town of Waterford, CT

YEAR-TO-DATE BUDGET REPORT



FOR 2025 13						
ORIGINAL APPROP	TRANS/ADJUSTS	REVISED BUDGET	YTD EXPENSE	ENCUMBRANCES	AVAILABLE BUDGET	% USED
52040 SERVICE CONT AND REPAIRS						
10101 52040	SERVICE CONT. AND REPAIRS 0.00	1,200.00	468.67	784.33	-53.00	104.4%
52050 DUES/CONF						
10101 52050	DUES, CONFERENCES & EDUCAT 0.00	329.00	0.00	0.00	329.00	.0%
52070 REIMBURSABLE EXPENSES						
10101 52070	REIMBURSABLE EXPENSES 0.00	200.00	0.00	0.00	200.00	.0%
52080 TELEPHONE						
10101 52080	TELEPHONE 0.00	504.00	128.79	0.00	375.21	25.6%
53020 OTHER SUPPLIES						
10101 53020	OTHER SUPPLIES 0.00	1,800.00	399.72	0.00	1,400.28	22.2%
53090 FUELS AND LUBRICANTS						
10101 53090	FUELS AND LUBRICANTS 0.00	1,000.00	545.33	0.00	454.67	54.5%
TOTAL FIRST SELECTION			66,988.31	784.33	138,632.36	32.8%
206,405.00						
TOTAL GENERAL FUND						
206,405.00			66,988.31	784.33	138,632.36	32.8%
TOTAL EXPENSES						
206,405.00			66,988.31	784.33	138,632.36	
GRAND TOTAL						
206,405.00			66,988.31	784.33	138,632.36	32.8%

Town of Waterford, CT

YEAR-TO-DATE BUDGET REPORT



FOR 2025 '13	TRANSACTIONS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
ORIGINAL APPROP						

** END OF REPORT - Generated by Kimberly Allen **

Shannon Withey

From: Robert Brule
Sent: Tuesday, October 8, 2024 11:14 AM
To: 'K Barnett'
Cc: Shannon Withey; 'Gregory Massad'; Jonathan Mullen
Subject: RE: Planning and Zoning Commission - term renewal

Follow Up Flag: Follow up
Flag Status: Flagged

Categories: Rob Brule

Karen,

You have been an amazing member of the P&Z Commission who is thoughtful, sincere and extremely committed to our community. I am pleased to hear you would like to stay on the Commission and will recommend the Board re-appoint you at our December 2024 BOS Mtg. Again, thank you for your service and willingness to continue to serve.

My regards,

Rob Brule
First Selectman
Waterford Town Hall
15 Rope Ferry Road
Waterford, CT 06385
rbrule@waterfordct.org
Phone: 860-444-5834



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From: K Barnett <mcfarlandkaren43@hotmail.com>
Sent: Tuesday, October 8, 2024 10:46 AM
To: Robert Brule <rbrule@waterfordct.org>
Subject: Planning and Zoning Commission - term renewal

CAUTION: This email originated from outside of the organization.

Do not click links or open attachments unless you recognize the sender's email address and know the content is safe.

First Selectman Brule,

I am interested to continue volunteering on the Planning and Zoning Commission when my current term expires in November 2024. The Planning and Zoning staff indicated that I should reach out to you and cc Chairman Massad regarding this matter.

I think it's important that citizens participate, and joining the Planning and Zoning Commission has given me an opportunity to serve the community I live in. I enjoy both the subject matter and the people involved with Planning and Zoning; staff, fellow members, applicants and public hearing participants. To me, the public hearing participants are the highlight of serving on the Commission. I will never forget watching an 18-year-old stand up in front of a room full of people, clearly nervous, and express her opinion on the Waterford Woods expansion. To me, it's the whole point of what we as a Commission are tasked with as we review plans to reshape our town. Each member brings a different perspective to the review process and asks questions that others may have not considered, often highlighting issues that would have otherwise been overlooked. I appreciate that our town seeks members with different personal and professional backgrounds and has them serve together to represent the community. I would like to continue to be a part of that and hope that you will consider renewing my membership on the Planning and Zoning Commission.

Thank you,
Karen Barnett

#18a

DONATIONS (WATERFORD CARES/COMMUNITY EVENTS)

FIRST SELECTMAN

REVENUE 20600-48007

EXPENDITURE 20601-53326

TOTAL BALANCE 6,406.54

As of: 9/30/2024

FY2025

COMMUNITY EVENTS DONATIONS				
DONOR	REVENUE	VENDOR	EVENT	BALANCE
FY24 Balance Forwarded	5,999.95	Spirit of 76	Fife & Drum Band (Parade)	(1,000.00)
		Westbrook Drum Corps	Band (Parade)	(750.00)
	500.00	Fusion	Band (Parade)	(1,550.00)
Waterford Central LLC	5,000.00	Sunshine Investment	Band (Parade)	(1,000.00)
Mohegan Sun		Amazon (flags)	General	(82.80)
		Amazon (flag toppers)	General	(92.49)
		Amazon (poles)	General	(93.06)
		Amazon (plaques)	General	(202.92)
		Amazon (flags)	General	(54.80)
		Amazon (coin cases)	General	(21.74)
		Amazon (flags/holders)	General	(245.60)
	11,499.95			(5,093.41)
				6,406.54

WATERFORD PARADE DONATIONS

FIRST SELECTMAN

REVENUE 20600-48005

EXPENDITURE 20601-53327

TOTAL BALANCE 4,935.00

As of: 9/30/2024

FY2024

WATERFORD PARADE DONATIONS					
DONOR	REVENUE	VENDOR	EVENT	EXPENDITURE	BALANCE
FY24 Balance Forwarded	2,000.00				
Waterford Woods LLC	500.00	Matica Arts	Juggler	(400.00)	
Chelsea Groton Bank	250.00	April's Balloons	Balloon Artist & Face Painter	(400.00)	
		Mystic Highland Pipe Band	Bagpipe Band	(850.00)	
		Casey Carle	Bubble Mania	(350.00)	
		William Stewart	Bagpipes	(185.00)	
	750.00			(2,185.00)	4,935.00

NIPS FUNDS

Fund

General

Account # 101-21010

Description REVENUE FROM SALE OF NIPS

As of September 30, 2024

	BALANCE PER	BALANCE PER
TRIAL BALANCE	DETAIL	VARIANCE

9/30/2024 (\$54,542.16) (\$54,542.16) \$0.00

DEPOSIT DATE	DEPOSIT AMOUNT	AMOUNT EXPENDED	BALANCE
BEGINNING BALANCE			\$81,922.16
JULY		\$0.00	\$81,922.16
AUGUST		\$0.00	\$81,922.16
SEPTEMBER	\$0.00	(\$27,380.00)	\$54,542.16
OCTOBER			\$54,542.16
NOVEMBER			\$54,542.16
DECEMBER			\$54,542.16
JANUARY			\$54,542.16
FEBRUARY			\$54,542.16
MARCH			\$54,542.16
APRIL			\$54,542.16
MAY			\$54,542.16
JUNE			\$54,542.16
	\$0.00	(\$27,380.00)	\$54,542.16

OPIOID SETTLEMENT

Fund General
 Account # 101-21011
 Description OPIOID SETTLEMENT FUNDS
 As of September 30, 2024

	BALANCE PER	BALANCE PER	
TRIAL BALANCE	DETAIL	VARIANCE	
9/30/2024	(\$160,728.56)	(\$160,728.56)	\$0.00

DEPOSIT DATE	DEPOSIT AMOUNT	AMOUNT EXPENDED	BALANCE
BEGINNING BALANCE			\$132,628.44
JULY	\$0.00	(\$3,843.51)	\$128,784.93
AUGUST	\$28,432.17	(\$11,449.15)	\$145,767.95
SEPTEMBER	\$18,538.04	(\$3,577.43)	\$160,728.56
OCTOBER			\$160,728.56
NOVEMBER			\$160,728.56
DECEMBER			\$160,728.56
JANUARY			\$160,728.56
FEBRUARY			\$160,728.56
MARCH			\$160,728.56
APRIL			\$160,728.56
MAY			\$160,728.56
JUNE			\$160,728.56
	\$46,970.21	(\$18,870.09)	\$160,728.56

YOUTH & FAMILY SERVICES
Special Revenue Account
September 30, 2024

BEGINNING BALANCE 7/1/2024	\$ 106,423.86
-----------------------------------	----------------------

REVENUE

Donations	\$20,351.00
Camp Dash	\$198,429.44
Program Fees	<u>\$6,654.50</u>
Total Revenue	\$225,434.94

EXPENDITURES

General	(\$1,822.48)
Camp Dash	(\$190,661.93)
Program Fees	<u>(\$3,803.18)</u>
Total Expenditures	(\$196,287.59)

SEPTEMBER 30, 2024 BALANCE	\$29,147.35
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TOTAL ENDING BALANCE	\$ 135,571.21
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RECREATION & PARKS
Special Revenue Account
September 30, 2024

BEGINNING BALANCE 7/1/2024	\$ 67,419.69
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REVENUE

Donations	\$ -
Program Fees	\$ 38,578.74
Summer Music	\$ 1,410.45
Speical Events	\$ -
Total Revenue	<u>\$ 39,989.19</u>

EXPENDITURES

General	\$ -
Programs	\$ (8,526.61)
Summer Music	\$ (2,650.00)
Special Events	\$ (22,088.64)
Total Expenditures	<u>\$ (33,265.25)</u>

SEPTEMBER 30, 2024 BALANCE	\$ 6,723.94
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TOTAL ENDING BALANCE	\$ 74,143.63
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BEGINNING BALANCE 7/1/2024	\$ 16,088.85
REVENUE	
General Donations	\$ 185.00
Program Fees	\$ 9,991.18
Activities (Trips)	\$ 14,824.00
Lunch/Dinner Programs	\$ 1,517.16
Open Doors Grant	\$ -
Bernstein Trust	\$ -
Total Revenue	<u>\$ 26,517.34</u>
EXPENDITURES	
General Donations	\$ (1,123.87)
Program Fees	\$ (2,430.00)
Activities (Trips)	\$ (2,002.00)
Lunch Program	\$ (1,628.07)
Open Doors Grant	\$ 0
Bernstein Trust	\$ -
Total Expenditures	<u>\$ (7,183.94)</u>
SEPTEMBER 30, 2024 BALANCE	\$ 19,333.40
TOTAL ENDING BALANCE	\$ 36,142.25

FIFTEEN ROPE FERRY ROAD
WATERFORD, CT 06385-2886



PHONE: 860-442-0553
www.waterfordct.org

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ATTEST: *[Signature]*
TOWN CLERK

**MINUTES
BOARD OF SELECTMEN REGULAR MEETING**

Tuesday, October 22, 2024

5:00 PM

Waterford Town Hall (Appleby Room)

(Procedural Action: Check register to be signed by the Board of Selectmen in accordance with CGS 7-83)

1. Call to Order & Roll Call: 5:00 pm

In attendance: Rob Brule & Rich Muckle

On the phone: Greg Attanasio

2. Pledge of Allegiance

3. Public Comment: Susan Perry Lungston – Discuss Niantic River Road

4. Recreation and Parks: To consider and act on the following request for a FY24 Out-of-Series Transfer from the Director of Recreation and Parks, Ryan McNamara, in the amount of \$141 to cover expected cost increases and forward on to the Board of Finance if approved.

MOTION by Muckle, seconded by Attanasio, VOTING IN FAVOR: 3-0 PASSED

5. Information Technology: To consider and act upon awarding the contract for audio upgrades in the Town Hall Auditorium to Sound Stage Systems Inc., from the Director of Information Technology, Jeffrey Robillard, for \$55,126.21. Funds available from line item #34723-55021, auditorium Meeting Room Updates.

MOTION by Muckle, seconded by Attanasio, VOTING IN FAVOR: 3-0 PASSED

6. Fire Services: To consider and act on a request for an appropriation from the Interim Director of Fire Services, Steve Dubicki, in the amount of \$35,460 from Line #20523-57791 Jordan Traffic Light Upgrade and forward on to the forward the Board of Finance if approved.

MOTION by Muckle, seconded by Attanasio, VOTING IN FAVOR: 3-0 PASSED

7. Police Department: To consider and act on a recommendation from Shea Davy, Purchasing Agent, on behalf of the Chief of Police, Marc Balestracci, for surplus disposal of the following items as they've outlived their usefulness:

- Asset #101657 Car 9, 2019 Ford Taurus, VIN #1FAHP2MK8KG106444
- Asset #101656 Car 12, 2019 Ford Taurus, VIN #1FAHP2MKXKG106445
- Asset #101808 Car 18, 2019 Ford P/U, VIN #1FM5K8AR9KGB14600
- Asset #101422 Car 2, 2016 Ford P/U, VIN #1FM5K8AR9GGB89109

MOTION by Muckle, seconded by Attanasio, VOTING IN FAVOR: 3-0 PASSED

8. First Selectman: To consider and act upon authorizing the First Selectman to sign a contract with TaxServ Capital Services LLC to perform tax collection services for the Town of Waterford, the fees for which will be paid from taxes collected.

MOTION by Muckle, seconded by Attanasio, VOTING IN FAVOR: 2-1 PASSED

Voting For: Muckle, Brule

Voting Against: Attanasio

9. Appointments & Resignations:

9a. Resignation by Matthew Keatley, Member, from the Waterford Conservation Commission.

NO ACTION

9b. To consider and act on the appointment of Ivy Plis (R) to the Waterford Conservation Commission, from Alternate to Member, to fill the remaining term from previous member, Matthew Keatley, through 5/31/28.

MOTION by Muckle, seconded by Attanasio, VOTING IN FAVOR: 3-0 PASSED

9c. To consider and act on the appointment of Stephane Browder (D) to the Planning and Zoning Commission for the term of 7/1/24-6/30/27 as an Alternate.

MOTION by Muckle, to table, seconded by Brule, VOTING IN FAVOR: 2-1 PASSED

Voting For: Muckle, Brule

Voting Against: Attanasio

10. New Business: NONE

11. Old Business: NONE

12. Correspondence:

12a. FY25 Capital Quarterly Meetings – 1st quarter

12b. Special Revenue Fund Report – August 24

12c. Special Revenue Fund Report – July 24

13. Consent Agenda

13a. Tax Refund: To approve and act on repayment of tax refund in the amount of \$12,227.22

MOTION by Muckle, seconded by Brule, VOTING IN FAVOR: 2-1 PASSED

Voting For: Muckle, Brule

Abstain: Attanasio

13b. Board of Selectmen Regular Meeting Minutes October 8, 2024

MOTION by Muckle, seconded by Attanasio, VOTING IN FAVOR: 3-0 PASSED

14. Adjournment: 5:23 pm

MOTION by Muckle, seconded by Attanasio, VOTING IN FAVOR: 3-0 PASSED