FIFTEEN ROPE FERRY ROAD
WATERFORD, CT 06385-2886

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

RECEIVED FOR RECORD
WATERFORD, CT
2024 OCT -3 P 12:04
ATTEST: Donna L. Campos
TOWN CLERK

AGENDA
BOARD OF SELECTMEN REGULAR MEETING
Tuesday, October 8, 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. **Utility Commission:** To consider and act on a recommendation from Shea Davy, Purchasing Agent, on behalf of the Utility Director, Jill Stevens, for surplus disposal of a 1991 Ford L8000 Chassis Cab (Sewer Truck), VIN# 1FDYR82A6MVA06368 Asset ID: 9204030963 Tag: C4 as this equipment has outlived its usefulness.

5. **Public Works:** To consider and act upon awarding the contract for the demolition of the shed located at Eugene O'Neill Theater to BMP Construction Inc., from the Director of Public Works, Gary Schneider, for $35,624.66 in accordance with CRCOG contract ezIQCGSE. Funds available from line item #23507-52040 Service Contracts and Repairs (ARPA).

6. **Planning Department:** To consider and act on a request for an appropriation from Director of Planning, Jon Mullen, in the amount of $37,500 from Capital and Non-Recurring Designated Line #20541-57328 Alewife Cove and forward on to the forward the Board of Finance if approved.

7. **Planning Department:** To consider and act on a request for an appropriation from Director of Planning, Jon Mullen, in the amount of $374,500 from Capital and Non-Recurring Designated Line #20511-57870 Mago Point Overflow Parking Lot and forward on to the forward the Board of Finance if approved.

8. **Recreation and Parks:** To consider and act on a recommendation from Shea Davy, Purchasing Agent, on behalf of the Recreation and Parks Director, Ryan McNamara, for surplus disposal of the following items as they've outlived their usefulness:
    - Asset #101260 Tag:P60 – 2013 Toro GroundMaster (10')
    - Asset #101252 Tag:P62 – 2013 Toro GroundMaster 3280-D
    - Asset #9204030987 – 2000 Bluebird Sod Cutter

9. **Fire Department:** 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 $3,265 to cover Generator Maintenance and Repairs.

10. **Fire Department:** 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 $3,100 to cover the cost of testing the hydraulic systems.

11. **Fire Department:** To consider and act on a request for a FY25 additional appropriation from the Interim Director of Fire Services, Steve Dubicki, in the amount of $27,000, for a study to test all town pre-emption lights and to create a plan to be used for the basis of a FY26 Capital Project Budget Request, to account #20523-57838 (Fire Services Pre Emption Light Repairs) and forward on to the Board of Finance if approved.

12. **Fire Department:** To consider and act on a request for a FY25 additional appropriation from the Interim Director of Fire Services, Steve Dubicki, in the amount of $10,460, for the Jordan Traffic Light Upgrade, to account #20523-57791 (Jordan Traffic Light Upgrade) and forward on to the Board of Finance if approved.

13. **Fire Department:** To consider and act on a recommendation from Shea Davy, Purchasing Agent, on behalf of the Interim Director of Fire Services, Steve Dubicki, to award Superior Electric, LLC, in the amount of $35,460, from line # 20523-57791(Jordan Traffic Light Upgrade) to replace the Jordan Traffic Light.

14. **Fire Department:** To consider and act on a recommendation from Shea Davy, Purchasing Agent, on behalf of the Interim Director of Fire Services, Steve Dubicki, to award a Bid Waiver to Superior Electric, LLC, in the amount of $27,000, from line # 20523-57838 (Fire Services Pre Emption Light Repairs) to evaluate the pre-emption lights located at various locations throughout the

Town.

15. **Various:** To consider and act on the following request for a FY24 Out-of-Series Transfer from the Director of Finance, Kim Allen, in the amount of $251 to cover additional supplies and forward on to the Board of Finance if approved.

16. **Various:** To consider and act on the following request for a FY24 In-Series Transfer from the Director of Finance, Kim Allen, in the amount of $8,667 to cover the cost of salary changes, increased program costs and telephone.

17. **First Selectman:** To consider and act on a recommendation from the First Selectman, Robert Brule, to approve the Board of Selectmen 2025 Regular Meeting schedule and the 2025 Budget Schedule.

18. **Appointments & Resignations:**
    18a. Resignation by Robert Dutton, Member, from the Harbor Management Commission.
    18b. To consider and act on the appointment of Serge Arfi (D) to the Harbor Management Commission, to fill the remaining term from previous member, Robert Dutton, through 2/16/25 as a member.
    18c. To consider and act on the re-appointment of Ed Murphy (U) to the Waterford Recreation and Parks Commission for the term of 9/1/24-8/31/27.
    18d. To consider and act on the re-appointment of Nan Scheiber (U) to the Waterford Recreation and Parks Commission for the term of 9/1/24-8/31/27.
    18e. To consider and act on the re-appointment of Taylor Stino (D) to the Waterford Recreation and Parks Commission for the term of 9/1/24-8/31/27.

19. **New Business:**
20. **Old Business:**

21. **Correspondence:**
    21a. Email – Leary Park – Richard Muckle
    21b. ARPA Quarterly Fund Report thru 9/30/24

22. **Consent Agenda**
    22a. Tax Refund
    22b. Board of Selectmen Regular Meeting Minutes September 10, 2024

23. Adjournment:

#4

FINANCE DEPARTMENT

Memo

To: The Board of Selectmen
From: Shea Davy
Date: September 13, 2024
Re: **Disposal of aged assets**

Dear Mr. Brule,

In accordance with the Town Property Ordinance, Chapter 3.08.020, it is requested that the Board of Selectmen please consider an act to surplus for disposal, on Behalf of the Utility Commission, 1991 Ford L8000 Chassis Cab (Sewer Truck), VIN# 1FDYR82A6MVA06368 Asset ID: 9204030963 Tag: C4, for the following equipment that have outlived their usefulness to the Town. Upon your approval, the Purchasing Agent will dispose of this item by auction.

Thank you for your consideration

Shea Davy
Purchasing Agent,
Town of Waterford

FIFTEEN ROPE FERRY ROAD

WATERFORD, CT 06385-2886

INTER-OFFICE CORRESPONDENCE

DATE: September 13, 2024

TO: Jill Stevens, Director of Utilities

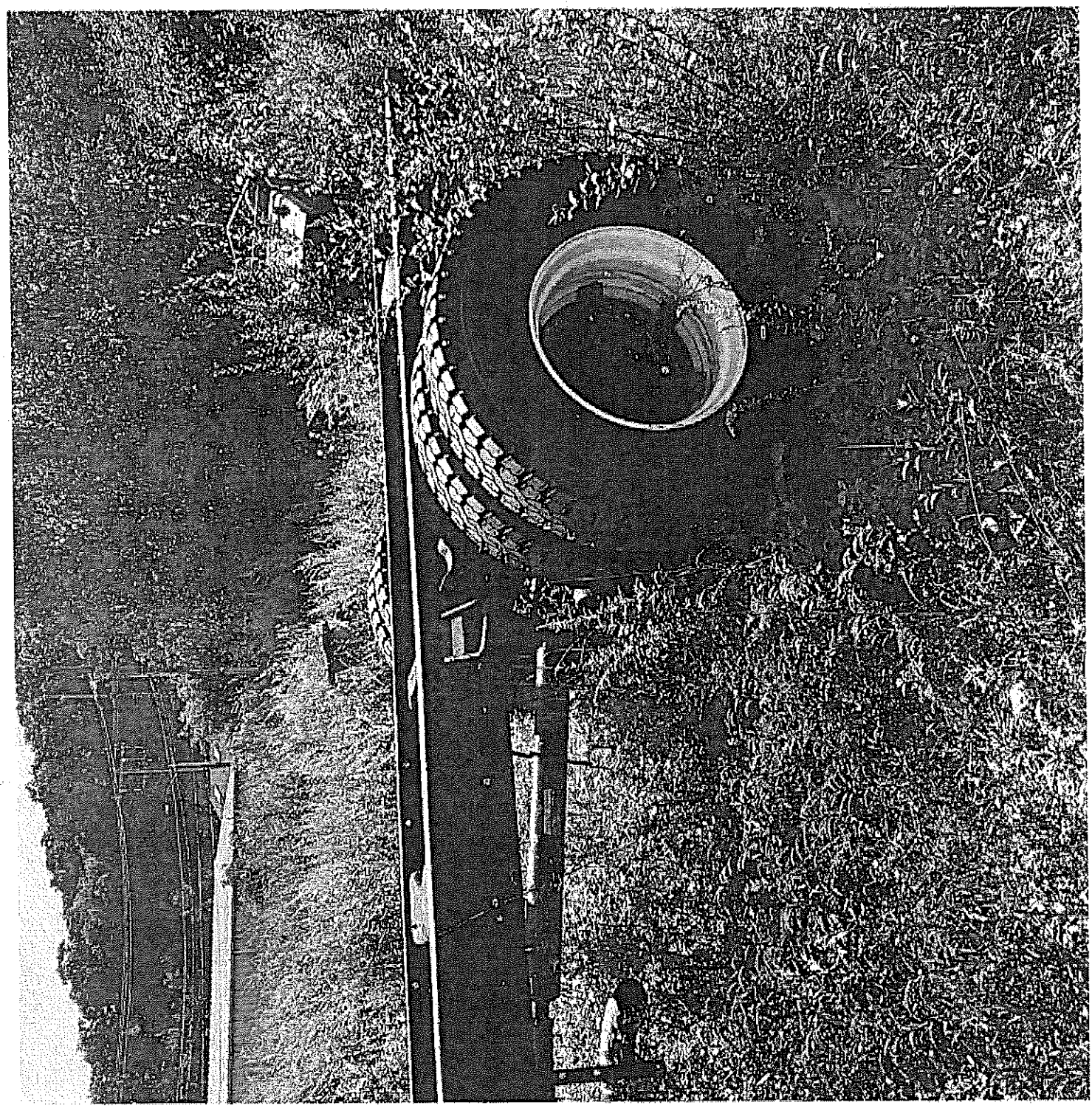
FROM: Garon VanOverloop, Lead Fleet Mechanic

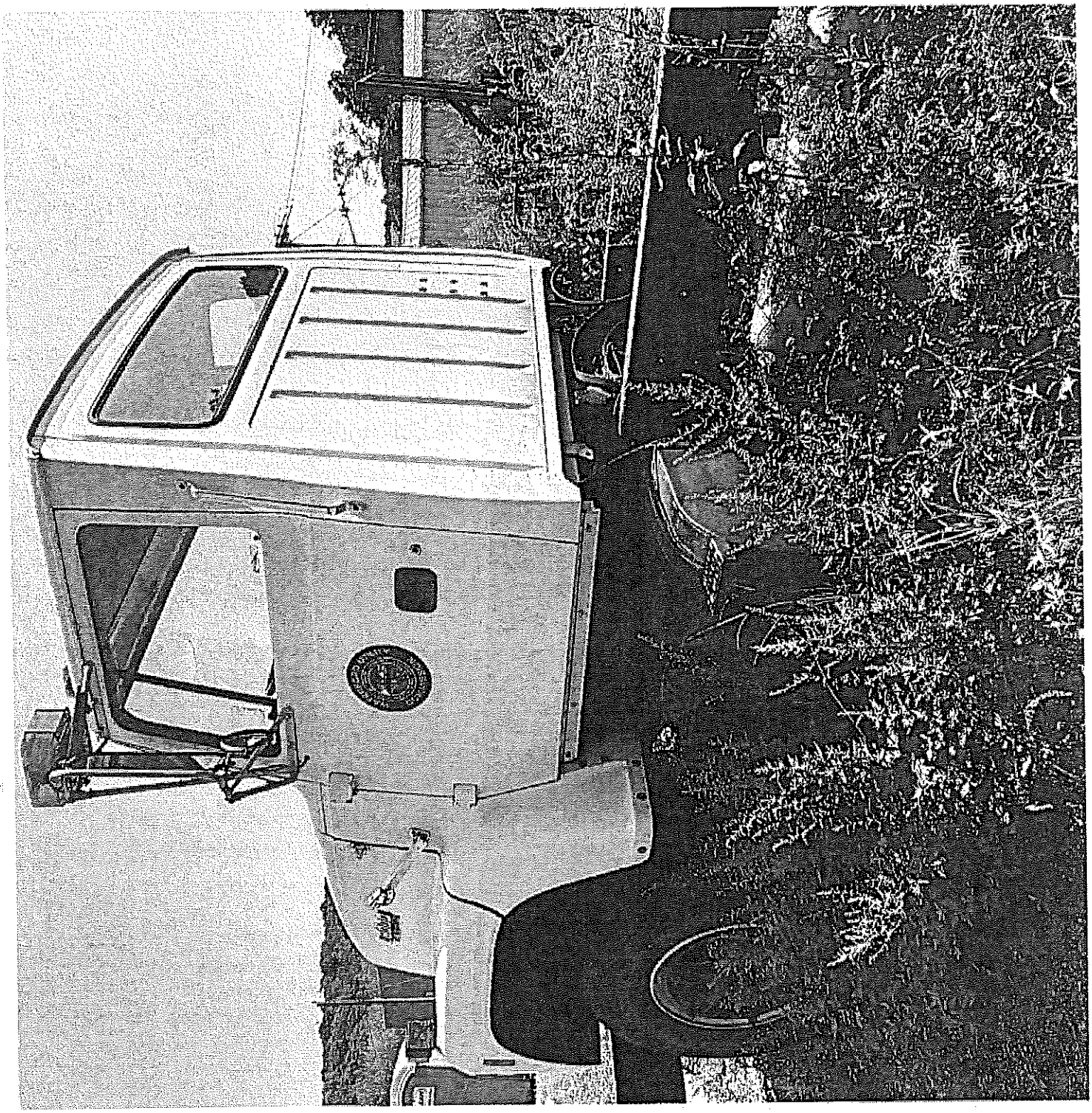
RE: OLD C4 Surplus

The old C4 chassis can now be declared surplus. 1991 Ford L8000, VIN-1FDYR82A6MVA06368, with approx. 21,224mi, 1,767hrs.

Let me know if you need any more information.

Garon VanOverloop
Lead Fleet Mechanic





WATERBURY UTILITY DEPARTMENT

#5

FINANCE DEPARTMENT

Memo

October 1, 2024

Mr. Rob Brule
First Selectman
Town of Waterford
15 Rope Ferry Road
Waterford, CT 06385

Re: Cooperative Purchasing-Eugene O'Neil Theater Shed Demolition

Dear Mr. Brule:

In keeping with Section 3.08.010 of the Purchasing Ordinance- Cooperative Purchasing, the Purchasing Department, on behalf the Public Works Department, after due diligence and careful consideration, is respectfully seeking the Board's approval to Award the contract for the demolition of the shed located at Eugene O'Neil Theater to BMP Construction Inc., for $35,624.66 in accordance with CRCOG contract ezIQC GC SE.

Funds will be available from Line Item 23507-52040 Service Contracts and Repairs (ARPA).

Sincerely,

Shea Davy

Shea Davy
Purchasing Agent,
Town of Waterford

INTER-OFFICE MEMORANDUM TOWN OF WATERFORD

To: Shea Davy, Purchasing Agent

From: Gary J. Schneider, Director of Public Works

Date: October 1, 2024

Re: Demolition of shed at Eugene O'Neil

We recommend using Gordian Group bids for the demolition of the shed at Eugene O'Neill Theater. The Building Official condemned this shed and we need to take it down. We met at the site with officials from the Gordian Group and they have submitted a recommendation for the removal.
The proposal is for a total of $35,624.66.

Public Works requests this award to be on the next available Board of Selectman agenda.

Capitol Region Council of Governments

Price Proposal Review Summary - Category

GORDIAN®

Date:	September 30, 2024	**Job Order Contract**
Contract Number:	CRCOG ezIQC GC SE	
Job Order Number:	133090.00	
Job Order Title:	Waterford Eugene O'Neil Theater Shed Demo	
Contractor:	BMP Construction Inc.	
Proposal Value:	$35,624.66	
Proposal Submitted:	09/30/2024	

Category - Window Remediation & Shed Demo:	**$35,624.66**
Proposal Total	**$35,624.66**

This proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

The Percent of NPP on this Proposal: **0.00%**

Capitol Region Council of Governments

Price Proposal Review Detail - Category

GORDIAN®

Job Order Contract

Date:	September 30, 2024
Contract Number:	CRCOG ezIQC GC SE
Job Order Number:	133090.00
Job Order Title:	Waterford Eugene O'Neil Theater Shed Demo
Contractor:	BMP Construction Inc.
Proposal Value:	$35,624.66
Proposal Submitted:	09/30/2024
AF(s) Used:	1.1400-NWH-NPW

Rec#	CSI Number	Mod.	UOM	Description	Quantity		Unit Price		Factor		Total	Line Total
Category - Window Remediation & Shed Demo												
1	01 74 19 00-0013		EA	30 CY Dumpster (4 Ton) "Construction Debris" Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee Non-hazardous material,								$2,616.27
			Installation		3.00	x	764.99	x	1.1400	=	$2,616.27	
2	02 41 16 13-0018		CCF	By Machine, Wood Frame Construction Building Demolition								$20,507.18
			Installation		585.00	x	30.75	x	1.1400	=	$20,507.18	
3	02 MO D0 00-0005	Mod	CCF	For >500 To 1,000, Add								$4,101.44
			Installation		585.00	x	6.15	x	1.1400	=	$4,101.44	
		Contractors Note:										
4	02 82 33 00-0164		SET	Up To 10 CF, Asbestos Contaminated Debris, Asbestos Abatement And Disposal								$922.28
			Installation		1.00	x	809.02	x	1.1400	=	$922.28	
5	02 82 33 00-0166		CF	>100 To 250 CF, Asbestos Contaminated Debris, Asbestos Abatement And Disposal								$7,477.49
			Installation		120.00	x	54.88	x	1.1400	=	$7,477.49	

Subtotal for Category - Window Remediation & Shed Den **$35,624.66**

Proposal Total **$35,624.66**

This proposal total represents the correct total for the proposal Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

The Percent of NPP on this Proposal: **0.00%**

Capitol Region Council of Governments

Detailed Scope of Work

GORDIAN®

Issued To:	BMP Construction Inc 12 Maple Lane Brookfield, CT 06804 Tel: (203) 743-5601 Fax:	
Re:	Job Number : Job Title: Contract No: Purchase Order Number	133090.00 Waterford Eugene O'Neil Theater Shed Demo CRCOG ezIQC GC SE
Facility:	Waterford Eugene O'Neil Theater 305 Great neck road waterford,CT 06385	
CRCOG Member Information:		CRCOG - Town of Waterford - 15 Rope Ferry Road Waterford, CT 06385 8604400540

Detailed Scope of Work:

O'Neill Theater – Shed Demo Service Scope:

- Regulate the work areas.
- Provide asbestos remediation of windows.
- Provide disposal and waste manifests.
- Provide visual clearances.
- Remove and dispose of existing shed. Foundation to remain.

Please reference the Request for Proposal for additional information regarding this Detailed Scope of Work .

Building Demolition

August 8, 2024

The Town of Waterford (Town) is requesting Competitive Sealed bids from licensed and qualified demolition contractors to provide building demolition services for the removal of an approximately 650 SF single story wooden building and associated work located at the Eugene O'Neill Theater Center, 305 Great Neck Road, Waterford, Connecticut 06385. (See attached photos and site map). Hazardous material abatement, which includes asbestos and regulated items, is part of this project. (Mystic Air report attached dated Dec. 2023). The contractor (at contractor's expense) shall provide disposal containers, and be responsible for transport and disposal of all hazardous and non-hazardous materials with proof of Chain of Custody from the disposal site.

The electrical service has been removed from the building and the building is empty of its contents. There are no known septic tanks or sanitary lines from the building.

The contractor shall provide all personnel, equipment, materials, tools, transportation, supervision, insurance and labor as required for demolition, removal and disposal of an approximately 650 square foot single-story wooden building and ramp. The building has been tested for hazardous materials and ten windows were found to contain asbestos in the glazing. The foundation is to be left in place. The Town will regrade, loam and seed the disturbed areas.

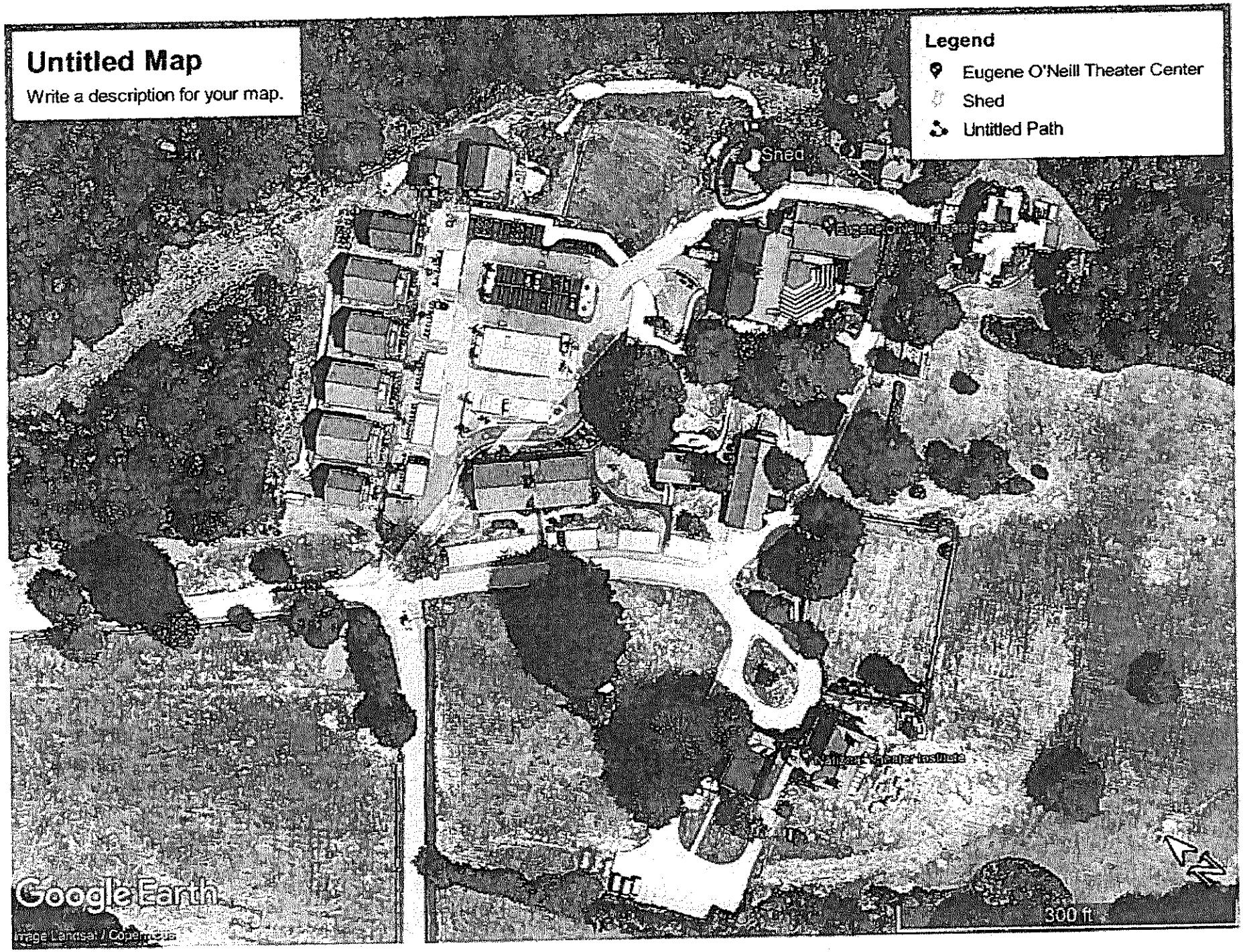
Contractor engaged in project activity at the site will comply with applicable provisions of the Occupational Safety and Health Act of 1970, the safety and health requirements set forth in Occupational Safety and Health Administration regulation 29 CFR 1910.120, where applicable, and any applicable state, Town or local safety codes. The Contractor will be responsible for supplying and utilizing necessary equipment required for safety precautions for the Contractors and subcontractors' employees engaged in this project.

The structure is located in a National Register Historic District. The successful contractor must apply to the Town's Building Department for all permits to remove this building. The Town of Waterford has a 30 day delay of demolition ordinance. During this delay period the Town will provide notice of demolition. The contractor is responsible for the permit and fees pertaining to the removal of the building. The Town permit fee will be waived however there is a small State fee of $0.25 per thousand dollars.

All work must be completed during the hours of 8:00 am – 4:30 p.m. Monday through Friday. This site is next to academic and theater rehearsals and activities. All site access control is the responsibility of the contractor and shall remain for 30 days after the demolition activates have been completed.

All permits and insurance policies are the responsibility of the contractor and shall be supplied to the Town of Waterford prior to commencement of work. The contractor must hold his bid for 90 days to allow for permitting activities to be completed.

Untitled Map
Write a description for your map.
Legend
Eugene O'Neill Theater Center
Shed
Untitled Path
Shed
Eugene O'Neill Theater Center
Google Earth
50 ft
N
Image © 2024 Airbus


Untitled Map
Write a description for your map.
Legend
Eugene O'Neill Theater Center
Shed
Untitled Path
Shed
Google Earth
300 ft

Mystic Air Quality Consultants, Inc.

1204 North Road, Groton, Connecticut 06340

www.mysticair.com *maqc2@aol.com* *800 247-7746*

December 22, 2023

Town of Waterford
Paul Koelle, Facilities Manager
15 Rope Ferry Road
Waterford, CT 06385

Re: **Pre-Demolition Asbestos Survey and TCLP Analysis (12/8/23)**
Eugene O'Neill Theater; 306 Great Neck Road; Waterford, CT
Location: Red Shed

Dear Paul:

As requested, Mystic Air Quality Consultants, Inc. conducted a pre-demolition asbestos survey at the location noted above on December 8th, 2023. This survey was conducted by our Connecticut State licensed asbestos inspector Bryce Aston (license #000161) to determine the presence of asbestos-containing materials. The samples were analyzed by polarized light microscopy at Environmental Hazards Services (NVLAP # 101882-0) in Virginia.

In addition to the asbestos survey, a composite or TCLP sample was collected and analyzed for lead to determine if the demolition materials would have to be considered lead waste. The sample analysis was also performed by Environmental Hazards Services.

Summary of the findings

Upon testing by polarized light microscopy, the following samples were found to be asbestos containing:

Sample #s	Material/Location	Estimated Affected Area
7-9	Window Glazing/ Exterior Windows	10 Windows

Non-asbestos containing materials-

The roster of suspect materials (Enclosure 3) lists the materials tested. Those that are not already referred to as asbestos containing or assumed asbestos, can be categorized as non-asbestos containing materials.

Implications of the findings-

As required by state and federal regulations prior to demolition, all the asbestos-containing materials will need to be removed by a licensed asbestos abatement contractor employing trained and certified personnel who follow all pertinent asbestos abatement regulations.

Mystic Air Quality Consultants, Inc.

1204 North Road, Groton, Connecticut 06340

www.mysticair.com *maqc2@aol.com* *800 247-7746*

Limitations of the survey-

The survey included destructive testing of floors, wall cavities, and exterior brick and foundation mastics, above ceilings, and roofing core samples. There may be other materials that become evident during your demolition activity. Should the requisite EPA/OSHA competent person working for the contractor discover such materials they will need to be tested for asbestos content so determinations of their abatement and disposal (if required) can be made.

TCLP Analysis results-

The results of the TCLP analysis indicate that the building materials subsequent to demolition do not need to be disposed of as lead waste. The results of the sample were below the EPA's TCLP standard of 5 mg/l for lead.

Please do not hesitate to contact us with questions relating to the sample results and any subsequent work that may be performed for your company. We thank you for the opportunity to conduct this survey.

Sincerely,

Christopher J. Eident CIH, CSP, MPH
CEO

Enclosure 1: Asbestos Lab Results
Enclosure 2: Chain of Custody
Enclosure 3: Roster of Suspect Materials
Enclosure 4: TCLP Analysis & Chain of Custody

EHS Laboratories

Environmental Hazards Services, L.L.C.
7469 Whitepine Rd
Richmond, VA 23237
Telephone: 800.347.4010

Asbestos Bulk Analysis Report

Report Number: 23-12-02442

Client: Mystic Air Quality Consultants
1204 North Road Rt.117
Groton, CT 06340

Received Date: 12/18/2023
Analyzed Date: 12/22/2023
Reported Date: 12/22/2023

Project/Test Address: 306 Great Neck Rd.; Red Shed; Waterford, CT

Client Number: 07-2564

Fax Number: 860-449-8860

Laboratory Results

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
23-12-02442-001	1		Black Tar-Like; Gray Aggregate; Inhomogeneous	NAD	35% Cellulose 5% Synthetic 60% Non-Fibrous
23-12-02442-002	2		Black Tar-Like; Gray Aggregate; Inhomogeneous	NAD	35% Cellulose 5% Synthetic 60% Non-Fibrous
23-12-02442-003	3		Black Tar-Like; Gray Aggregate; Inhomogeneous	NAD	35% Cellulose 5% Synthetic 60% Non-Fibrous
23-12-02442-004	4		Black Tar-Like Fibrous; Homogeneous	NAD	85% Cellulose 5% Synthetic 10% Non-Fibrous
23-12-02442-005	5		Black Tar-Like Fibrous; Homogeneous	NAD	85% Cellulose 5% Synthetic 10% Non-Fibrous

Environmental Hazards Services, L.L.C

Client Number: 07-2564 **Report Number:** 23-12-02442

Project/Test Address: 306 Great Neck Rd.; Red Shed; Waterford, CT

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
23-12-02442-006	6		Black Tar-Like Fibrous; Homogeneous	NAD	85% Cellulose 5% Synthetic 10% Non-Fibrous
23-12-02442-007	7		Tan Granular; Beige Paint-Like; Inhomogeneous	2% Chrysotile	98% Non-Fibrous
			Total Asbestos:	**2%**	
Chrysotile present throughout.					
23-12-02442-008	8			Did Not Analyze (Positive Stop)	
23-12-02442-009	9			Did Not Analyze (Positive Stop)	

Environmental Hazards Services, L.L.C

Client Number: 07-2564 **Report Number:** 23-12-02442

Project/Test Address: 306 Great Neck Rd.; Red Shed; Waterford, CT

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials

QC Sample: 59-M22021-4

QC Blank: SRM 1866 Fiberglass

Reporting Limit: 1% Asbestos

Method: EPA Method 600/R-93/116, EPA Method 600/M4-82-020

Analyst: Kathy Fletcher

Reviewed By Authorized Signatory: Tasha Eaddy

Tasha Eaddy
QA/QC Clerk

These results are based on a comparative visual estimate. The condition of the samples analyzed was acceptable upon receipt per laboratory protocol unless otherwise noted on this report. Each distinct component in an inhomogeneous sample was analyzed separately and reported as a composite. Results represent the analysis of samples submitted by the client. Sample location, description, area, volume, etc., was provided by the client. This report cannot be used by the client to claim product endorsement by NVLAP or any agency of the U.S. Government. This report shall not be reproduced except in full, without the written consent of the Environmental Hazards Service, L.L.C. California Certification #2319 NY ELAP #11714 NVLAP #101882-0 VELAP 460172. All information concerning sampling location, date, and time can be found on Chain-of-Custody. Environmental Hazards Services, L.L.C. does not perform any sample collection.

Environmental Hazards Services, L.L.C. recommends reanalysis by point count (for more accurate quantification) or Transmission Electron Microscopy (TEM), (for enhanced detection capabilities) for materials regulated by EPA NESHAP (National Emission Standards for Hazardous Air Pollutants) and found to contain less than ten percent (<10%) asbestos by polarized light microscopy (PLM). Both services are available for an additional fee.

400 Point Count Analysis, where noted, performed per EPA Method 600/R-93/116 with a Reporting Limit of 0.25%.

* All California samples analyzed by Polarized Light Microscopy, EPA Method 600/M4-82-020, Dec. 1982.

LEGEND: NAD = no asbestos detected

ENCLOSURE 2 PAGE 1 OF 1

EHS Laboratories

Environmental Hazards Services, LLC

www.ehslab.com
(800)347-4010
(804)275-4907 (fax)

7469 Whitepine Rd
Richmond, VA
23237

Asbestos Chain-of-Custody

23-12-02442

Due Date:
12/26/2023
(Tuesday)
AE

KF 9 PLM

CompanyName: Mystic Air Quality Consultants Address: 1204 North Rd., Groton, CT 06340

City/state/zip Groton, Ct. 06340

Phone: 860 449 8903 Fax: 860 449 8903 E-mail: maqc2@aol.com Acct. Number: 07-2564

Project Name and Address: 306 Great Neck ed Red Shed City/State(required) Waterford. CT

Collected by Bryce Ashton Signature Mystic Air Client: Town of Waterford

Turn around time: Standard One day (will call ahead)

No	Client's Sample No.	Date Collected	PLM Analysis	Other Analysis Specify	Material Description	Sample Location	Comments
1	1-3	12/8/2023	X		Roof Shingle	see Roster	Pos Homogen
2	4-6	↓	↓		Roof vapor barrier	↓	↓
3	7-9	↓	↓		Window glazing	↓	↓
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							

Released by: Bryce Ashton Signature: date: 12/8/2023

Received by: HHumphrey Signature: date

Mystic Air Quality Consultants, Inc.
1204 North Road, Groton, Connecticut 06340
www.mysticair.com maqc2(a)aol.com 800 247-7746

SUSPECT ASBESTOS CONTAINING MATERIALS ROSTER

SITE: 306 Great Neck Rd
Waterford, CT Tool Shed

DATE: 12/8/2015

(Demo) Pre-Reno Limited&Directed

Sample Numbers	Type of Material	Quantity	Condition	Location of Materials
1-3	Roofshingle	SW		Roof shed
4-6	Roof vapor barrier	SW		Roof shed
7-9	Window glazing	10 sq.ft.		window sheet exterior

COMMENTS: Wood structure, Roofing and window glazing. No heat source.

Inspector: Bryce Ashan Page ___ of ___

Mystic Air Quality is an AIHA Accredited Lab FAX: 860 449 8860

ENCLOSURE 3 PAGE 1 OF 1

CamScanner

EHS Laboratories

Environmental Hazards Services, L.L.C.
7469 Whitepine Rd
Richmond, VA 23237
Telephone: 800.347.4010

Lead TCLP Analysis Report

Report Number: 23-12-02261

Client: Mystic Air Quality Consultants
1204 North Road Rt.117
Groton, CT 06340

Received Date: 12/18/2023
Analyzed Date: 12/21/2023
Reported Date: 12/21/2023

Project/Test Address: 306 Great Neck Rd.; Red Shed; Waterford, CT

Client Number: 07-2564

Fax Number: 860-449-8860

Laboratory Results

Lab Sample Number	Client Sample Number	Sample Description	Sample Weight (g)	Concentration ppm (mg/L)	Narrative ID
23-12-02261-001	1-TCLP	Wood; Roof Shingle; Paint	67	<0.50	

Reporting Limit: 0.50 mg/L

Method: EPA SW846 1311/3010A/7000B

Analyst: Elaine King

Reviewed By Authorized Signatory: Tasha Eaddy

Tasha Eaddy
QA/QC Clerk

Method EPA SW846 1311 recommends 100g for analysis.

The condition of the samples analyzed was acceptable upon receipt per laboratory protocol unless otherwise noted on this report. All internal quality control requirements associated with the batch were met, unless otherwise noted. Results represent the analysis of samples submitted by the client. Sample location, description, area, volume, etc., was provided by the client. This report cannot be used by the client to claim product endorsement by NVLAP or any agency of the U.S. Government. This report shall not be reproduced except in full, without the written consent of the Environmental Hazards Service, L.L.C. NY ELAP #11714.

Legend g = gram ppm = parts per million mg/L = milligrams per liter

ENCLOSURE 4 1 2

23-12-02261

Due Date:
12/21/2023
(Thursday)
AE

EHS Laboratories

Metals Chain-of-Custody

Environmental Hazards Services, LLC

www.leadlab.com
(800) 347-4010
(804) 275-4907 (fax)

7469 Whitepine Rd
Richmond, VA
23237

Company Name: Mystic Air Quality Consultants Address: 1204 North Rd., Rt. 117 City/State/Zip: Groton, Ct. 06340

Phone: 860-449-8903 Fax: 860-449-8860 E-mail: Acct. Number: 07-2564

Project Name/Testing Address: 306 Great Neck Rd Red shed City/State(required) Waterford CT

Collected by: Bryce Alston Certification Number: Purchase Order Number:

Turn Around Times: *If no TAT is specified, sample(s) will be processed and charged as 3 - day TAT.*

____ 1 - Day ____ 2 - Day 3 - Day ____ Same Day (Must Call Ahead) ____ Weekend (Must Call Ahead)

No.	Client Sample ID	Date Collected	METALS					OTHER METALS	PARTICULATES					AIR			Comments
			Pb TCLP	TCLP RCRA 8	RCRA 8 Total Metals	Toxic Metal Profile	Welding Fume Profile		Total Nuisance Dust	Respirable Dust	TSP Gravimetric	TSP Pb	PM- 10	Flow Rate (L/min)	Total Time (minutes)	Volume (Total Liters)	
1	1-TCLP	12/8/2023															
2																	
3																	
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Released by: Bryce Alston Signature: Date/Time: 12/8/2023

Received by: HHumphrey Signature: Date/Time: 12/18/23 1108AM

4122

#6

FIFTEEN ROPE FERRY ROAD

Town of Waterford

WATERFORD, CT 06385-2886

DEPARTMENT OF PLANNING AND DEVELOPMENT

MEMORANDUM

TO: Rob Brule, First Selectman

FROM: Jonathan Mullen AICP, Planning Director JM

DATE: September 20, 2024

TITLE: Appropriation Request Matching Grant Contribution to the National Fish and Wildlife Foundation 2022 Long Island Sound Futures Fund Grant Award for the Stabilization of Alewife Cove Study

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This request is for an appropriation in the amount of $37,500 from Capital and Non-recurring designated line #20541-57328 – Alewife Cove to meet the Town of Waterford's $37,500 matching contribution pledge.

Appropriation Request: Alewife Cove, Line #20541-57238.

	Line Item	Amount Requested
To: Alewife Cove Stabilization Study Matching Contribution for NFWF Grant	20541-57328	$37,500
Total		**$37,500**

The requested funds along with additional funding in the amount of $12,500 appropriated by the Board of Finance on September 11, 2024 will fulfill Waterford's $50,000 local matching fund commitment to the National Fish and Wildlife Foundation's 2023 Long Island Sound Futures Fund for the Stabilization of Alewife Cove Study.

NFWF	NATIONAL FISH AND WILDLIFE FOUNDATION GRANT AGREEMENT	1. NFWF PROPOSAL ID: 81285	2. NFWF GRANT ID: 1401.24.081285
		3. UNIQUE ENTITY IDENTIFIER (UEI) N3JWR6MI6RJ4	4. INDIRECT COST RATE (REFERENCE LINE 17 for RATE TERMS) N/A

5. SUBRECIPIENT TYPE	6. NFWF SUBRECIPIENT
State or Local Government	City of New London, CT

7. NFWF SUBRECIPIENT CONTACT	8. NFWF GRANTS ADMINISTRATOR/NFWF CONTACT INFORMATION
Adriana Reyes 181 State Street New London, CT 06320 areyes@newlondonct.org	Alexander Bobeczko National Fish and Wildlife Foundation 1133 15th Street, N.W. Suite 1000 Washington, D.C. 20005 202-857-0166 Alexander.Bobeczko@NFWF.ORG

9. PROJECT TITLE
Planning to Restore Alewife Cove (CT)

10. PROJECT DESCRIPTION
Develop a nature-based plan engaging 500 members of the public at three public education events focused on restoring Alewife Cove at the mouth of Long Island Sound and the Thames River, Waterford and New London, Connecticut. Project will establish a pathway to increasing shoreline resilience to storms and restoring important Coastal Habitat on the shoreline of Long Island Sound.

11. PERIOD OF PERFORMANCE	12. TOTAL AWARD TO SUBRECIPIENT	13. TOTAL FED. FUNDS	14. TOTAL NON-FED. FUNDS
November 1, 2023 to November 1, 2025	$399,865	$399,865	N/A

15. FEDERAL MATCH REQUIREMENT	16. NON-FEDERAL MATCH REQUIREMENT
$3,190.40	$126,657.65

17. SUBRECIPIENT INDIRECT COST RATE TERMS
The rate specified in Line 4 reflects that the Subrecipient has elected not to claim an indirect cost rate and that this election shall apply throughout the project's period of performance.

18. TABLE OF CONTENTS

SEC.	DESCRIPTION
1.	NFWF Agreement Administration
2.	NFWF Agreement Clauses
3.	Representations, Certifications, Obligations, and Other Statements – General
4.	Representations, Certifications, and Other Statements Relating to Federal Funds- General
5.	Representations, Certifications, and Other Statements Relating to Federal Funds – Funding Source Specific
6.	Other Representations, Certifications, Statements and Clauses

Alewife Cove Stabilization			
Cash Match- City	$ 24,992.00	$ 24,992.00	$ 49,984.00
Cash Match- Waterford	$ 37,500.00	$ 12,484.00	$ 49,984.00
Alewife Cove Conservancy	$ 5,000.00		$ 5,000.00
In-kind (does not get appropriated)	$ 12,440.00	$ 12,440.00	$ 24,880.00
Grant	$ 399,865.00		$ 399,865.00
Totals:	**$ 479,797.00**	**$ 49,916.00**	**$ 529,713.00**
Grant	$ 399,865.00		
Match	$ 129,848.00		
Total Project	**$ 529,713.00**		

19. FUNDING SOURCE INFORMATION/FEDERAL AND NON-FEDERAL							
A. FUNDING SOURCE (FS)	B. NFWF FS ID	C. FS AWARD DATE TO NFWF	D. FAIN	E. TOT FED AWARD TO NFWF	F. TOT OBLG. TO SUBRECIPIENT	G. FS END DATE	H. CFDA
U.S. Environmental Protection Agency	FC-R584	09/06/2023	LI-00A01223	$12,650,000.00	$399,865	9/30/2028	66.437

20. NOTICE OF AWARD

The National Fish and Wildlife Foundation (NFWF) agrees to provide the NFWF Award to the NFWF Subrecipient for the purpose of satisfactorily performing the Project described in a full proposal as identified on line 1 and incorporated into this Agreement by reference. The NFWF Award is provided on the condition that the NFWF Subrecipient agrees that it will raise and spend at least the amount listed on lines 15 and 16 in matching contributions on the Project, as applicable. The Project must be completed, with all NFWF funds and matching contributions spent, during the Period of Performance as set forth above. All items designated on the Cover Page and the Table of Contents are incorporated into this Agreement by reference herein. NFWF Subrecipient agrees to abide by all statutory or regulatory requirements, or obligations otherwise required by law. Subrecipient is obligated to notify NFWF if any of the information on the Cover Page changes in any way, whether material or immaterial.

A. NAME AND TITLE OF AUTHORIZED SUBRECIPIENT SIGNER (*Type or Print*):		D. NAME AND TITLE OF NFWF AWARDING OFFICIAL:	
Michael E. Pasrero Mayor		Holly A. Barnford, Chief Conservation Officer	
B. SUBRECIPIENT BY	C. DATE	E. NATIONAL FISH AND WILDLIFE FOUNDATION BY	F. DATE
	2-9-2024		3/7/2024

NFWF prohibits discrimination in all its programs and activities on the basis of race, color, religion, age, sex, national origin, ancestry, marital status, personal appearance, citizen status, disability, sexual orientation, gender identity or expression, pregnancy, child birth or related medical conditions, family responsibilities, matriculation, genetic information, political or union affiliation, veteran status or any other status protected by applicable law ("Protected Categories"). In addition, NFWF prohibits retaliation against an individual who opposes an unlawful educational practice or policy or files a charge, testifies or participates in any complaint under Title VI. NFWF complies with all applicable federal, state and local laws in its commitment to being an equal opportunity provider and employer; accordingly, it is NFWF's policy to administer all employment actions, including but not limited to, recruiting, hiring, training, promoting, and payment of wages, without regard to any Protected Categories.

See Reporting Schedule on the following page.

21. REPORTING DUE DATES/SUBRECIPIENT REPORTING SCHEDULE

Reporting Task	Task Due Date
Annual Financial Report	November 1, 2024
Interim Programmatic Report	November 1, 2024
Final Financial Report	February 1, 2026
Final Programmatic Report	February 1, 2026

FIFTEEN ROPE FERRY ROAD
WATERFORD, CT 06385-2886

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

May 3, 2023

Long Island Sound Futures Fund 2023
1133 Fifteenth Street NW, Suite 1000
Washington, DC 2005

To Whom It May Concern:

I am writing to support the City of New London and the Town of Waterford's joint grant application to the National Fish and Wildlife 2023 Long Island Sound Futures Fund for the Alewife Cove Conservation Project. This regional project supports ecological restoration and coastal resiliency work to preserve and enhance Alewife Cove and our community beaches. Waterford recognizes the importance of managing the health of our coastal resources and preserving our beaches as essential places for people to access the Sound.

This project will provide both communities with the technical information and necessary community input to restore and promote the resiliency of ecological services and functions of this coastal embayment and surrounding beaches. We will work towards stabilizing the Alewife Cove outlet, restoring tidal exchange to improve water quality and marine habitat within the cove estuary, and preparing for future impacts due to changing sea levels and storm surges. The funds also support costs associated with community engagement to promote Environmental Justice initiatives and collaborations that promote equitable access, appreciation, and understanding of Long Island Sound.

Waterford is committed to this project and will provide in-kind services from Town staff and a phased cash match. The Town currently has $37,500 in appropriated capital funds to apply to this project. Upon award of the grant, the Town will seek the remaining $12,500 match through its funding process. The City of New London is the principal applicant for the grant. Still, the Town of Waterford will actively participate in project activities, and both municipalities will have management authority over the site. The Town of Waterford permits the aforementioned project activities to occur at the site.

I appreciate your consideration of this critical project and the exciting partnership between the City of New London and the Town of Waterford.

Sincerely,

Robert Brule, First Selectman
Town of Waterford, CT
15 Rope Ferry Road, Waterford, CT 06385

FIFTEEN ROPE FERRY ROAD
WATERFORD, CT 06385-2886

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

Board of Finance
Regular Meeting Minutes

Wednesday, September 11, 2024
Town Hall Auditorium 7:00 p.m.

Present: Glenn Patterson, Robert Tuneski (7:05pm), Bill Sheehan, Michael Rocchetti (7:05pm), Joseph Filippetti, Ron Fedor (7:05pm), Josh Kelly

Elected: Rob Brule, First Selectman; Susan Driscoll, RTM Member; Abbas Danesh, Treasurer; Tom Dembek, RTM Member; Pat Fedor, BOE Chairwoman; Nick Gauthier, RTM Member

Staff: Kimberly Allen, Director of Finance; Ryan McNamara, Program Coordinator Recreation & Parks; Tom Giard, Superintendent Waterford Public Schools; Joseph Mancini, Director of Finance/Operations Waterford Public Schools; Stephen Dubicki, Jr., Fire Marshall; Jon Mullen, Planning Director; Maureen Fitzgerald, Environmental Planner; Rebecca Hall, Administrative Assistant Finance Office/BOF Recording Secretary

Other: Nick Kepple, Suisman Shapiro, Town Attorney *by phone;

ATTEST: [signature]
TOWN CLERK
RECEIVED FOR RECORD
WATERFORD CT
2024 SEP 17 A 10 50

1. **Establishment of a quorum and call to order**
A quorum was established and the Regular Meeting of the Board of Finance was called to order at 7:00 p.m. September 11, 2024.

2. **Public Comment:**
a. Narcisse Greene, parent at Great Neck Elementary School, urged the Board of Finance to approve the requested money by the Board of Education to fund the remediation of the Great Neck Elementary School Field. Ms. Greene feels the children need a working field and safe area to play.
b. Nick Gauthier, RTM Member, 38 Norman Street, Waterford, spoke to support appropriating funds for the BOE Great Neck School Field project. Mr. Gauthier praised Ms. Greene and other parents in their efforts to get this project started.

3. **Approval and acceptance of minutes:**
Special Meeting on August 14, 2024

Motion by Bill Sheehan and **seconded** by Joe Filippetti to approve the minutes of the August 14, 2024 Special Meeting as revised.

Friendly Amendment Requested by Robert Tuneski and **seconded** by Michael Rocchetti, to wait for counsel from Town Attorney Nick Kepple, to further the conversation regarding Josh Kelly's eligibility to be appointed as well as elected to a seat on the Board of Finance.

Josh Kelly suggested the original motion should stand as that motion would not be affected by the conversation with the attorney and the outcome of that conversation would have no bearing on the motion for approval of the minutes.

Bill Sheehan said it was not appropriate to discuss [at this point in the agenda] and the Board could possibly move the discussion with the attorney to "New Business". Mr. Sheehan did not accept the Friendly Amendment.

Mr. Tuneski and Michael Rocchetti sought amendments to the revised Special Meeting Minutes. Josh Kelly added that there are many other corrections that need to be added.

Bill Sheehan accepted Friendly Amendment.

Motion by Bill Sheehan to remove his original motion. **New motion** by Bill Sheehan and **seconded** by Michael Rocchetti to postpone approval of the August 14, 2024 Special Meeting Minutes.

Vote: 7-0-0 **Motion: Passed**

Regular Meeting on August 14, 2024

Motion by Bill Sheehan and **seconded** by Michael Rocchetti to approve the minutes of the August 14, 2024 Regular Meeting.

Vote: 7-0-0 **Motion: Passed**

4. To consider and act on a request for an appropriation from the Board of Education for moisture and drainage remediation of the Great Neck Elementary School Field in the amount of **$278,750** and forward to the RTM if required.

Discussion began with opening remarks by Tom Giard, Superintendent of Waterford Public Schools, along with Joseph Mancini, Director of Finance/Operations Waterford Public Schools, and Kevin Dufour, (by phone) of Tom Irwin Advisors, Inc. Mr. Giard began by saying the school was built in the early 2000's and the field was previously a wetland area. The BOE commissioned a study to be done by Tom Irwin Advisors, Inc. to determine why extra moisture issues were occurring and possible solutions to the problems. Out of 185 days in the school year, the grass field was unusable for approximately 50 days.

Robert Tuneski asked who Tom Irwin Advisors, Inc. is and asked the BOE to explain what they do. Mr. Giard responded stating they are soil experts who specialize in high performance sports fields throughout the country. Tom Irwin Advisors, Inc. has been involved with town work in multiple capacities. He shared that Ryan McNamara, Director of Recreation & Parks, recommended the company.

Bill Sheehan asked the BOE why this project was not in the Capital Plan request. Mr. Giard responded that the field has been mostly usable until recently as it has been less accessible. The BOE didn't think it would be a capital project and had hoped that the issues could be fixed in-house with existing equipment from town departments.

Bill asked Mr. Dufour why the contingency was so high (25%) for this project. The Tom Irwin representative responded saying the high contingency helps cover any additional costs for potential surprises that may arise during the project.

Mr. Tuneski asked if a civil engineer would be used to which Mr. Dufour responded that they can bring one in as needed. Mr. Tuneski asked if an engineer is with this company to certify their work. Mr. Dufour replied "no".

Michael Rocchetti asked four (4) questions:

1. Why did this happen at the field?
2. Will the issue reoccur?
3. Is this the only company asked to look at the project?
4. Is the field able to be rototilled and back filled?

1. Ryan McNamara responded saying there is a compaction issue below the surface of the soil which prevents grass from establishing a solid root system. The town has used sound wave treatment to reduce compaction but that had minimal effect. The town has also aerated and reseeded the property to no avail.
2. Unanswered
3. Tom Giard said Tom Irwin Advisors, Inc. is the only company contacted by the BOE to look at the site.
4. Kevin Dufour of Tom Irwin Advisors, Inc. said there could be some short-term fixes but the type of soil at the field will always hold water and recommends replacing it. Bottom line is there are temporary fixes but those options would need to be repeated often.

Rob Tuneski questioned if the field has irrigation now? Tom Giard said no. Mr. Dufour added that a field at an elementary school has many limitations for weed control chemicals and water maintenance will be key in establishing solid seeding and producing healthy grass. Irrigation will be vital in this process. Mr. Tuneski asked if all of our town fields have irrigation to which Mr. McNamara said several do, but not all.
Bill Sheehan asked if the proposal includes installing drainage equipment (i.e. piping) under the soil to move water away from the playing area. Mr. Dufour responded saying a drain will run outside of the field and this will collect and drain into a sub graded area to be moved away from the field as well as pitching the area properly.
Mr. Tuneski asked if there is a warranty on the work proposed to which Mr. Dufour answered that it would depend on the actual contractor selected in the bid process.
Chairman Patterson noted that from a Board of Finance point of view, this project should have been added to the Capital Plan to formalize taking action on it. He believes that Recreation & Parks along with the BOE could have identified this project better. He commended the BOE for providing answers and information to the BOF for the meeting.

Motion by Bill Sheehan and **seconded** by Ron Fedor to designate **$278,750** to a "New Project" line item from the **Undesignated Fund Balance of the Capital Nonrecurring Expenditure Fund (line item #205-31520) and forward to the RTM as required.**

Vote: 7-0-0 **Motion: Passed**

5. To consider and act on a request for an additional appropriation from Rob Brule, First Selectman, on behalf of the Waterford Fire Services, in the amount of **$14,486** for the retirement payout of Director of Fire Services, Michael Howley, to **line #10123-51110 Administration** and forward to the RTM if required.

Motion by Robert Tuneski and **seconded** by Ron Fedor to transfer **$14,486** from FY25 Contingency Fund to line **#10123-51110 Administration.**

Vote: 7-0-0 **Motion: Passed**

6. To consider and act on a request for a **FY25** Out-of-Series Transfer from Alan Wilensky, Tax Collector, in the amount of **$600** for a paper folding machine per the following compilation from the Transfer Request Form.

Motion by Bill Sheehan and **seconded** by Joseph Filippetti to transfer **$600** as follows:

TOWN OF WATERFORD
TRANSFER REQUEST FORM
Out of Series Transfer Request

FY 2025

Tax Collector
DEPARTMENT

Line No.	Org. Code	Object Code	Object Description	APPROVED Budget Amount	CURRENT Available Budget	ACCOUNT INCREASE	ACCOUNT DECREASE	REVISED Available Budget
1	10106	51210	Clerical/Technical	88,733.00	88,733.00		600.00	88,131.00
2	10106	53010	Office Supplies	360.00	260.19	600.00		860.19
				TOTAL		600.00	600.00	

Explanation
The Tax Office is in need of a paper folding machine. I have available funds in the Clerical/Technical line item as the former full time employee in the office has retired and the new employee has entered at a lower salary level

Vote: 7-0-0 **Motion: Passed**

7. To consider and act on a request for an additional appropriation from Jon Mullen, Planning Director, for the joint grant application for the Alewife Cove Conservation Project, in the amount of **$12,500** for **line # 20541-57328 (Alewife Cove Dredging)** and forward to the RTM if required.

Bill Sheehan questioned why this project was not under management of the Flood & Erosion Control Board but rather Planning Department. Maureen Fitzgerald, Environmental Planner, stated that the process of this project has been long and included multiple grant applications and money allocations for each step of the project. The Town of Waterford's Flood & Erosion Control Board is small and is not enough to properly manage a project of this size. Jon Mullen, Planning Director, added that while Waterford provided funding, the City of New London will be the lead on the project with Waterford offering assistance as needed. After assessing the project, it was determined by the Planning Department that the Environmental Planner's time could not be allotted to fully manage the site.

Motion by Ron Fedor and **seconded** by Josh Kelly to transfer **$12,500** from Contingency Fund to **line # 20541-57328 (Alewife Cove Dredging).**

Vote: 7-0-0 **Motion: Passed**

8. To discuss and take possible action on rescinding BOF Policy 4.01 Board of Education Non-Lapsing Account, based on the revising of Connecticut State Statute Section 10- 248a during the last legislative session.

   Policy 4.01 will be kept as approved at the Board of Finance July 17, 2024 Regular Meeting with modifications. The changes will be to remove any verbiage from the policy indicating approval from the Board of Finance for allocation of BOE funds. Finance Director Allen will update the document with said modifications from the Board of Finance.

   Motion by Bill Sheehan and **seconded** by Joseph Filippetti to revise the policy as discussed at this meeting.

   Vote: 7-0-0 **Motion: Passed**

9. To consider and act on the BOF FY2026 Budget Submission Guidelines as provided by the Finance Director, Kimberly Allen, per BOF Policy 1.01.

   Chairman Patterson opened discussion referring to the backup documents supplied for the meeting. Bill Sheehan noted how he liked the paragraph on looking ahead at large ticket items. Director Allen said she can add verbiage/parameters for these items. Chairman Patterson concluded that these items can be identified as reasonably anticipated by the departments.

   Motion by Joseph Filippetti and **seconded** by Josh Kelly to accept the Budget Guidelines as written with revisions discussed at this meeting.

   Vote: 7-0-0 **Motion: Passed**

10. **Old Business:**
    a. Director of Finance, Kimberly Allen requesting again for bio's of all Board of Finance members per auditor's request. Reminder to please provide disclosures for audits.

11. **New Business:** The town's attorney, Nick Kepple, was requested by board members to be present to answer questions regarding the appointment and possible elective eligibility of Josh Kelly to the Board of Finance as discussed in the Special Meeting on August 14, 2024. Attorney Kepple joined the meeting by phone. Robert Tuneski opened discussion with Attorney Kepple by requesting the attorney's insight on the following:
    a. Josh Kelly's eligibility to serve on the Board of Finance
    b. Josh Kelly's eligibility to be elected to the Board of Finance

    Attorney Kepple stated that the Hatch Act referenced in the Special Meeting on August 14, 2024 does not prohibit an employee (of such an agency as the TVCCA) to be appointed. Mr. Kepple said from his research and general knowledge of the Hatch Act, Mr. Kelly is ok to be appointed. Once appointed, does any of his work at TVCCA continue to be a conflict of interest? Mr. Kepple's knowledge is that Mr. Kelly must recuse himself on issues regarding the TVCCA or other similar potential conflicts.

It was pointed out that Mr. Kelly's mother is on the Board of Education. Mr. Kepple added that using the Code of Ethics, if a financial benefit is presented to an immediate family member, Mr. Kelly would need to abstain from voting.
Ron Fedor said in conversation with the Ethics Commission regarding his family members being town employees and part of the Board of Education, the Commission advised him that the mere "perception" of a potential conflict of interest is sufficient enough to prohibit participation in a vote.

Mr. Kepple spoke with his partner, Rob Avena, who was involved with the Ethics Commission and he doesn't think the work "perception" is used. Specifically, under the code itself (Part B), it notes that if there is any direct monetary gain or loss to immediate family members, the board member must recuse themselves from voting on that item.

Mr. Tuneski said that Mr. Fedor has abstained from all votes by the Board of Finance in the past involving the Police Department and Board of Education due to family connections. Does he no longer need to recuse himself? Mr. Kepple clarified that he doesn't see any issue unless the votes pertain to specific offices/jobs of his family members.

Mr. Tuneski requested further discussion of the Hatch Act. He wants to defer the decision of Mr. Kelly's eligibility until closer to election time. The Board should review the circumstances prior to making that decision. Mr. Kepple said he does not agree with Mr. Kelly's interpretation of the elective office eligibility under the Hatch Act.

Josh Kelly said in his opinion, Mr. Kepple has not seen how his salary is derived at the TVCCA so he may not have all of the information necessary to make a decision on his eligibility.

Mr. Tuneski said discussion by the BOF during the Special Meeting in August was that a question was considered of why the Board would appoint a candidate now if that candidate would not be eligible for election in the near future. He is concerned there is much more to discuss as election time comes up. Michael Rocchetti and Robert Tuneski both said the haste of the BOF at the time of Mr. Kelly's appointment without proper counsel is most concerning.

12. Liaison Reports:

a. Robert Tuneski: **Oswegatchie Fire House Building Committee** will be sharing the new 10,000 square foot floor plan in October at the RTM meeting. They are probably within $9-11 million for the total project.

13. Correspondence:

a. Bill Sheehan asked Director Allen about a note at the end of the report for the CNR Fund provided in the monthly financial reports for the Town Accountant pertaining to the General Ledger. He asked the Finance Director to obtain information from the Town Accountant for clarification of the note and data provided. Bill believes the information from the General Ledger should be up to date and the "gospel" of the finances for the town. He added if there is an error on the Ledger, there may be an error in the software used and it is more likely to have an error in the Excel Spreadsheet.

14. Adjournment

Motion by Robert Tuneski and **seconded** by Michael Rocchetti to adjourn the Regular Meeting of the Board of Finance at 9:18pm.

Vote: 7-0-0 **Motion: Passed**

Respectfully submitted,

John (Bill) W. Sheehan,
Clerk of the Board of Finance

Rebecca L. Hall,
Recording Secretary

#7

FIFTEEN ROPE FERRY ROAD

Town of Waterford

WATERFORD, CT 06385-2886

DEPARTMENT OF PLANNING AND DEVELOPMENT

MEMORANDUM

TO: Rob Brule, First Selectman

FROM: Jonathan Mullen AICP, Planning Director

DATE: September 24, 2024

TITLE: Appropriation Request for Connecticut Department of Energy and Environmental Protection Over Flow Parking Lot at Mago Point

This request is for an appropriation in the amount of $374,500 from Capital and Non-recurring designated line #20511-57870 – Mago Point Overflow Parking Lot.

Appropriation Request: Mago Point Improvements, Line #20511-5780.

	Line Item	Amount Requested
To: Mago Point Improvements	20511-57870	$374,500
Total		**$374,500**

Please see the attached back up material.

PERSONAL SERVICE AGREEMENT / GRANT / CONTRACT
Rev. 07/01/2024 (DEEP Electronic Format)

U.S. American Rescue Plan Act Fund
Niantic River Boat Launch Overflow Lot Improvements

STATE OF CONNECTICUT
DEPARTMENT OF ENERGY & ENVIRONMENTAL PROTECTION

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.

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

CONTRACTOR FEIN/SSN
-

STATE AGENCY

(5) AGENCY NAME AND ADDRESS
DEEP - Bureau of Outdoor Recreation, 79 Elm Street, Hartford, CT 06106-5127

(6) Dept No.
DEP43000

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. Brule**, 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 April 1, 2025 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

DRAFT

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

DRAFT

Connecticut State Elections Enforcement
Rev. 07/18

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.

#8

FINANCE DEPARTMENT

Memo

To: The Board of Selectmen
From: Shea Davy
Date: September 23, 2024
Re: **Disposal of aged assets**

Dear Mr. Brule,

In accordance with the Town Property Ordinance, Chapter 3.08.020, it is requested that the Board of Selectmen please consider an act to surplus for disposal, on Behalf of the Recreation and Parks Department, for the following equipment that have outlived their usefulness and have been replaced through the Fleet Management Plan. Upon your approval, the Purchasing Agent will dispose of this item by auction.

- Asset# 101260 Tag:P60 - 2013 Toro GroundMaster (10')
- Asset# 101252 Tag:P62 - 2013 Toro GroundMaster 3280-D
- Asset# 9204030987 – 2000 Bluebird Sod Cutter

Thank you for your consideration

Shea Davy
Purchasing Agent,
Town of Waterford

FIFTEEN ROPE FERRY ROAD

WATERFORD, CT 06385-2886

WATERFORD RECREATION AND PARKS COMMISSION

DATE: September 23, 2024

TO: Board of Selectmen

FROM: Ryan McNamara, Director of Recreation & Parks

SUBJECT: Fleet Management Replacement Surplus

The Recreation and Parks Department requests your consideration for transferring the following equipment to the Purchasing Agent to declare surplus in accordance with policy:

- Asset# 101260 2013 Toro GroundMaster (10') Tag: P60
- Asset# 101252 2013 Toro GroundMaster 3280-D Tag: P62
- Asset# 9204030987 2000 Bluebird Sod Cutter

Assets P60 and P62 were replaced through the Fleet Management plan.
The sod cutter will be replaced as an attachment to the Ventrac for a quoted cost of $556.60 (original cost of the Bluebird was $3,262.10). The new attachment will be under the threshold of $1,500 but still reported as an asset/attachment for the Ventrac system. This item has not been purchased/replaced until approval.

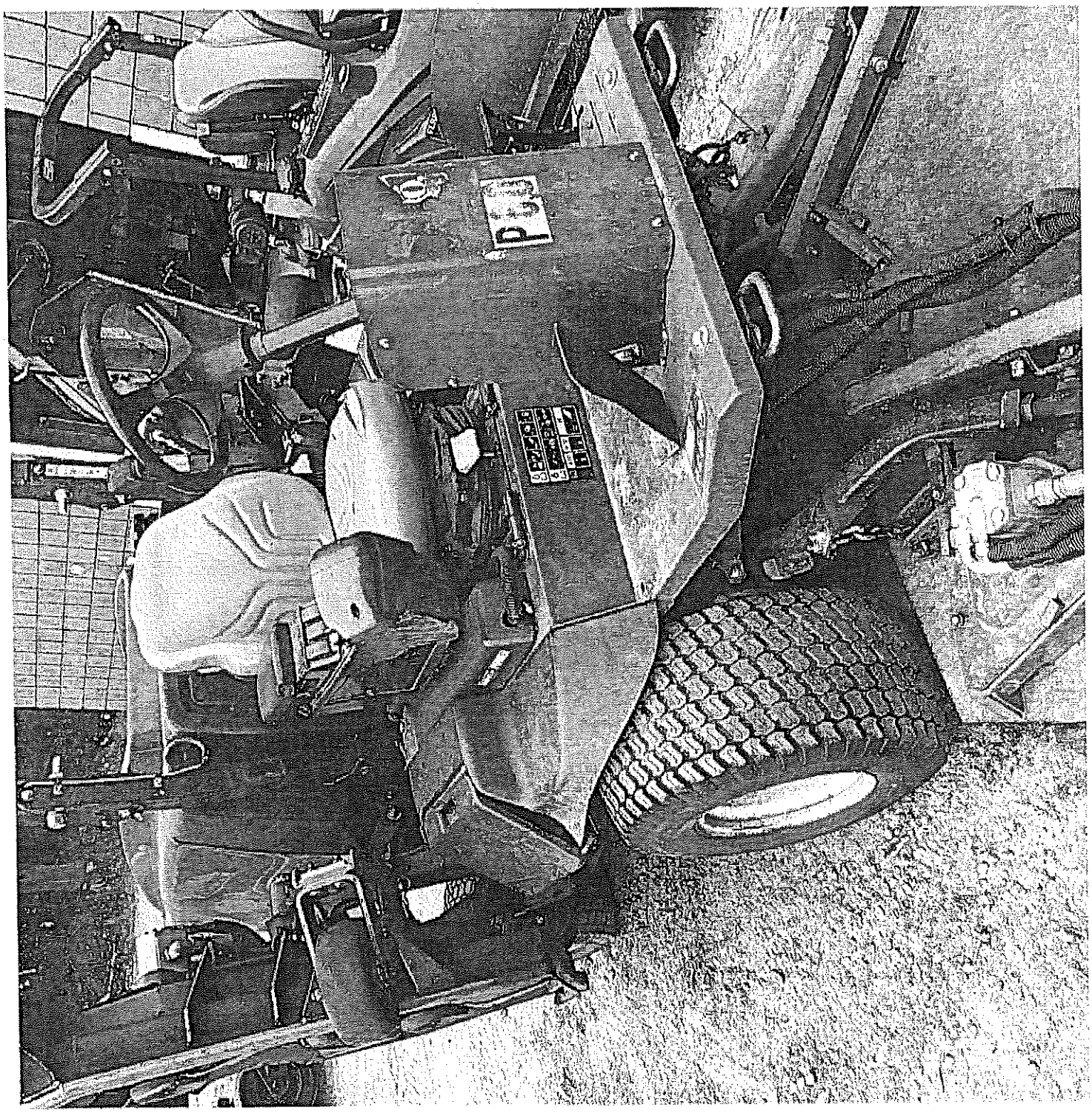
The above equipment can be located at Veteran's Garage for sale or parts.

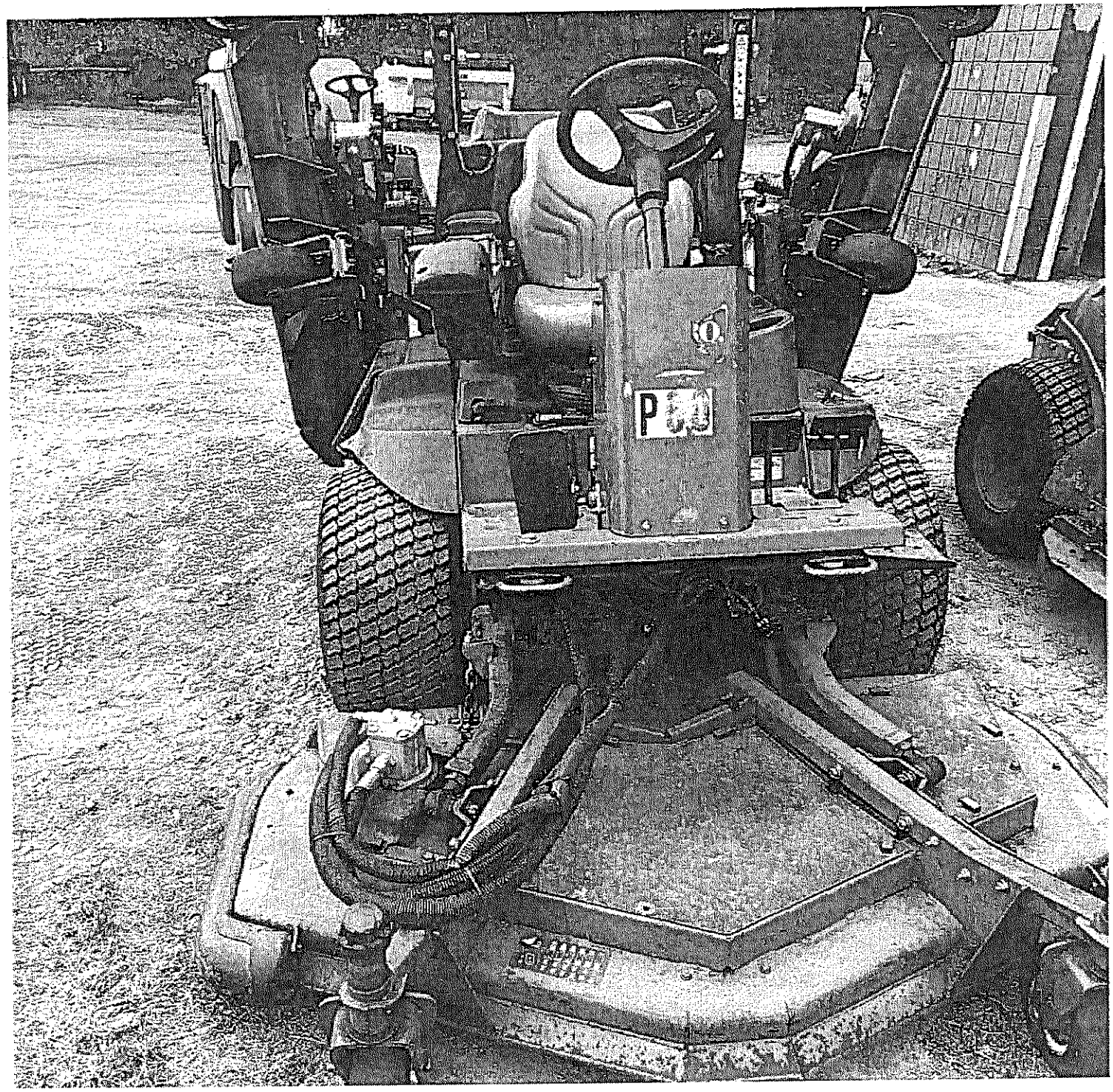
Thank you for your time and consideration.

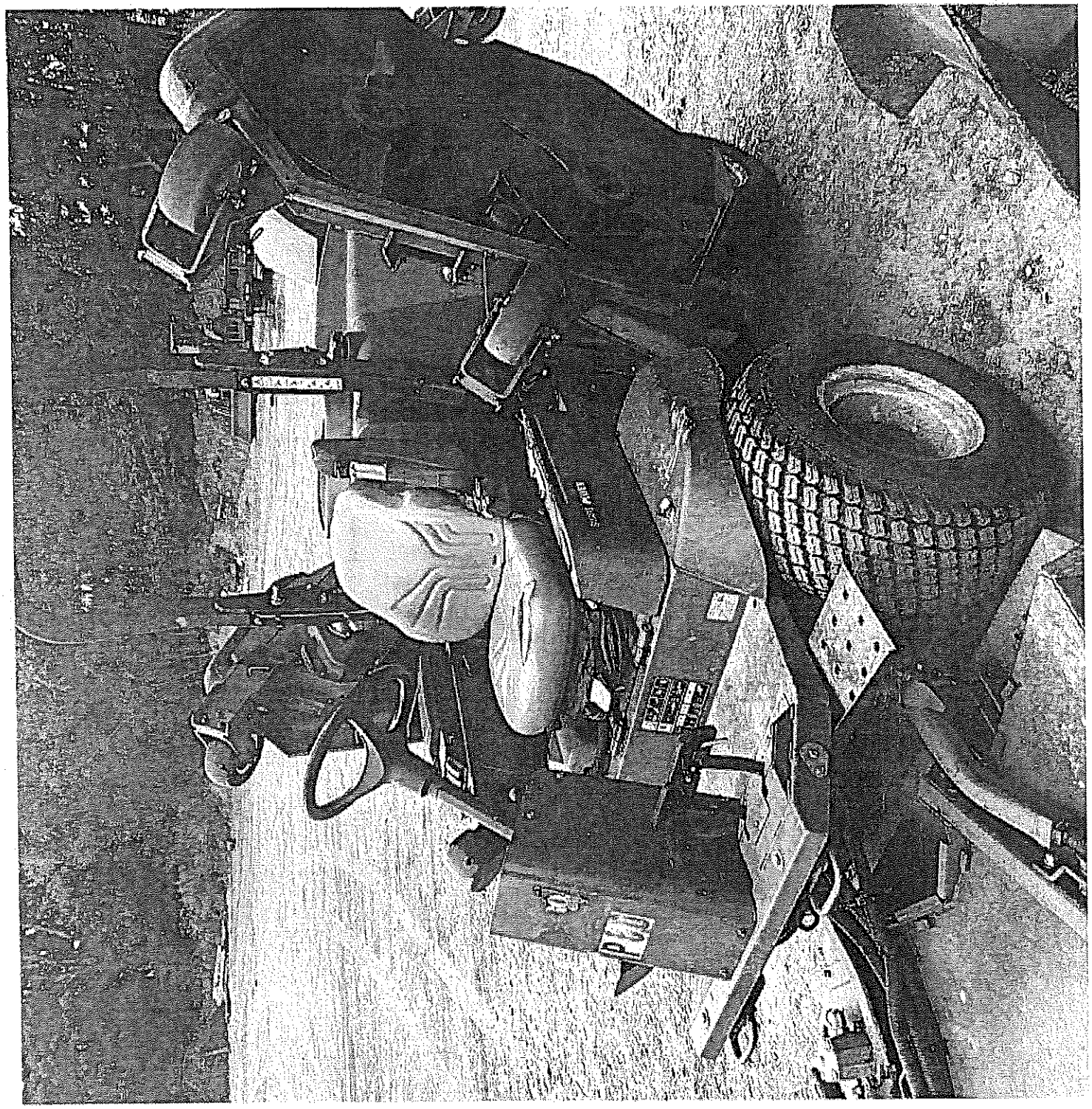
If you have any further questions, please call.

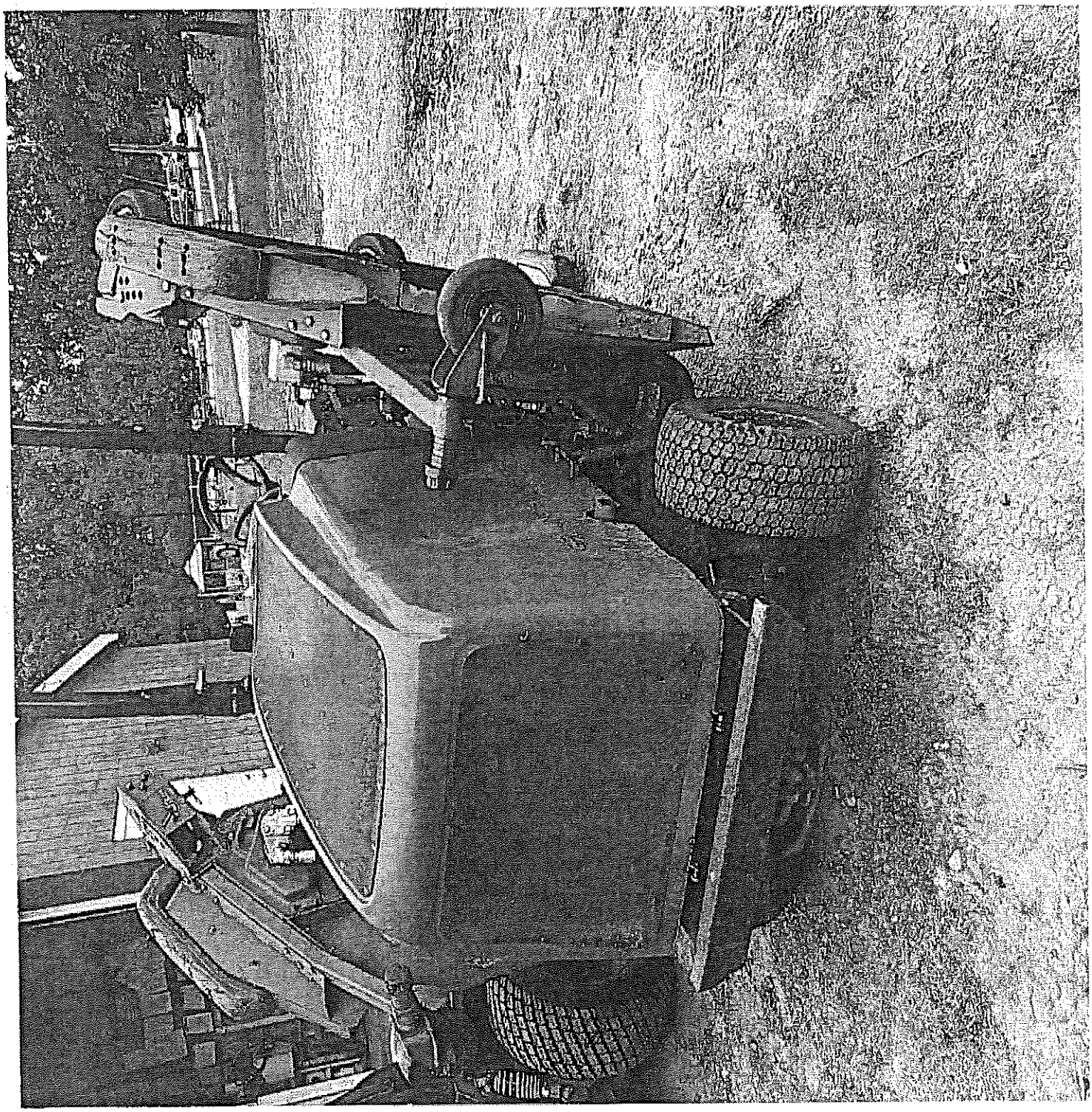
SIGNED

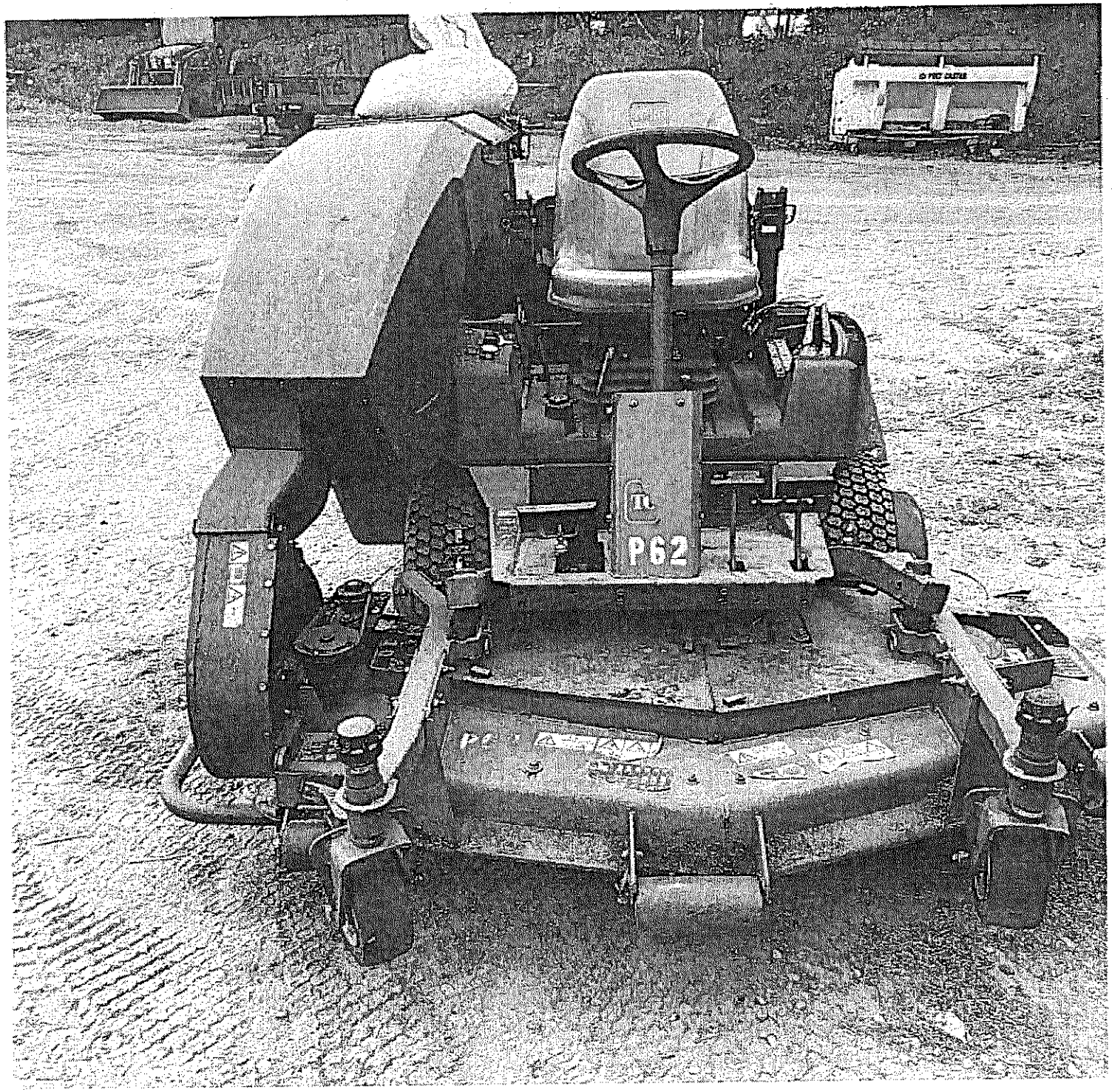
Ryan McNamara
Town of Waterford
Director of Recreation and Parks

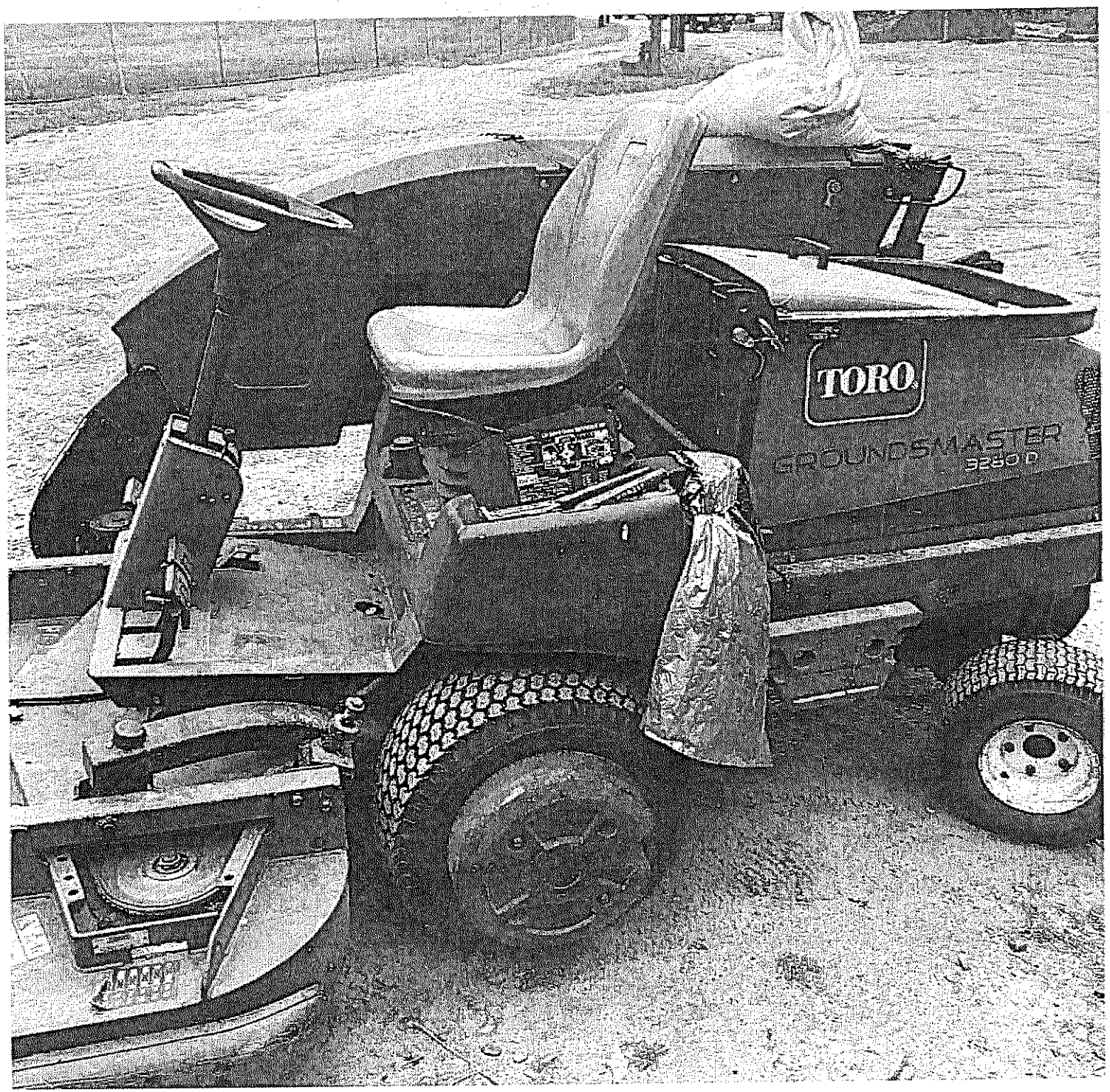









P62


TORO.
GROUNDSMASTER
3280-D

TORO
P62

TORO
HI-LIFT COLLECTION SYSTEM

BLUEBIRD

HONDA
SOD CUTTER

BLUEBIRD

#9

TOWN OF WATERFORD
TRANSFER REQUEST FORM

In Series (Over $1000)

FIRE SERVICES 9/30/24
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	52392	Generator Maintenance & Reparis	$ 12,186	$ 99	3,265.00		$ 3,364
2	10123	52378	Building Maintenance	$ 79,877	$ 41,717		(3,265.00)	$ 38,452
								$ -
					TOTAL	3,265.00	(3,265.00)	

Explanation:

1-2 New contracted generator company found the generator "very neglected". Requires replacement of large ticket items.

Steve Dubicki (email) — 9/30/2024
Department Head — **Date**

Kim Allen — 9/30/2024
Director of Finance — **Date**

First Selectman — **Date**

Commission/Board Approval — **Date**

revised 9/9/20

A&J GENERATOR & EQUIPMENT
103 Cheshire Road Suite 1
Prospect, CT 06712
(203) 828-6341
anthonyboucher98@gmail.com

Estimate

ESTIMATE#	1443
DATE	09/27/2024
PO#	

CUSTOMER

Goshen Fire Department
63 Goshen Rd.
Waterford Connecticut 06385-2806

SERVICE LOCATION

Goshen Fire Department
63 Goshen Rd.
Waterford Connecticut 06385-2806

DESCRIPTION Generator is very neglected, fuel pump is leaking, fuel line is dry rotted, waterpump bearing failed, block heater plug is blown, bypass tube is rusted and shaved down. Quote is to replace all bad parts, Scope of work, arrive onsight; disable generator, drain coolant, remove and replace fuel pump, fuel hose, waterpump, thermostat, gaskets, block heater hoses, radiator hoses, plug, block heater, fill with new coolant. Bleed system and make sure all is good.

Estimate

Description	Qty	Rate	Total
RE546917 4045TF Waterpump	1.00	786.45	786.45
R502814 Thermostat Gasket	1.00	8.43	8.43
51M7041 Oring	1.00	4.15	4.15
R123226 Rubber Seal	1.00	18.54	18.54
RE64354 John Deere Thermostat	1.00	46.72	46.72
DZ120071 Primer Pump	1.00	164.88	164.88
R123307 John Deere Belt	1.00	72.49	72.49
Red Heavy Duty Antifreeze	6.00	24.52	147.12
1500 Watt Block Heater	1.00	212.53	212.53
20 Amp Outlet	1.00	8.44	8.44
5/8 COOLANT HOSE - Industrial	8.00	9.55	76.40

Description	Qty	Rate	Total
3/8 FUEL HOSE	6.00	8.49	50.94
HOSE CLAMPS	10.00	3.50	35.00
Labor The time it takes to perform the scope of work	8.00	150.00	1,200.00
SHOP SUPPLIES, Cleaner, RTV, rags, misc	1.00	45.00	45.00
Environmentally friendly disposal of old parts and fluids	1.00	37.50	37.50
Shipping of parts to A&J	1.00	85.00	85.00
UPPER/LOWER Radiator Hoses	1.00	264.59	264.59
CT Tax		6.35%	0.00

CUSTOMER MESSAGE

Estimate Total: **$3,264.18**

PRE-WORK SIGNATURE

Signed By:

Town of Waterford, CT

YEAR-TO-DATE BUDGET REPORT

FOR 2025 13

	ORIGINAL APPROP	TRANS/ADJSTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
101 GENERAL FUND							
10123 FIRE SERVICES							
51110 ADMINISTRATION							
10123 51110 ADMINISTRATION	200,611.00	14,186.00	214,797.00	49,512.56	0.00	165,284.44	23.1%
51120 INSPECTION							
10123 51120 INSPECTION	83,385.00	0.00	83,385.00	20,627.76	0.00	62,757.24	24.7%
51210 CLERICAL AND TECHNICAL							
10123 51210 CLERICAL AND TECHNICAL	167,150.00	0.00	167,150.00	39,290.21	0.00	127,859.79	23.5%
51240 EDUCATIONAL INCENTIVE							
10123 51240 EDUCATIONAL INCENTIVE	13,240.00	0.00	13,240.00	2,240.00	0.00	11,000.00	16.9%
51410 FIRE FIGHTING							
10123 51410 FIRE FIGHTING	1,287,338.00	49,227.00	1,336,565.00	318,187.33	0.00	1,018,377.67	23.8%
51411 INCENTIVE PROGRAM STIPENDS							
10123 51411 INCENTIVE PROGRAM STIPENDS	50,000.00	0.00	50,000.00	0.00	0.00	50,000.00	.0%
51412 PART TIME FIREFIGHTING							
10123 51412 PART TIME FIREFIGHTING	175,000.00	0.00	175,000.00	30,324.90	0.00	144,675.10	17.3%

Report generated: 09/30/2024 14:33
User: kallen
Program ID: glytdbud

YEAR-TO-DATE BUDGET REPORT

FOR 2025 15

ORIGINAL APPROP	TRANS/ADJSTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
51440 DISPATCH						
10123 51440 DISPATCH						
0.00	0.00	0.00	0.00	0.00	0.00	.0%
51450 EXTRA DUTY						
10123 51450 EXTRA DUTY						
0.00	0.00	0.00	0.00	0.00	0.00	.0%
51451 EXTRA DUTY REGULAR WAGES						
10123 51451 EXTRA DUTY REGULAR WAGES						
0.00	0.00	0.00	0.00	0.00	0.00	.0%
51810 OVERTIME						
10123 51810 OVERTIME						
8,000.00	0.00	8,000.00	64,541.47	0.00	-56,541.47	806.8%
51812 FIRE INSPECTORS' OVERTIME						
10123 51812 FIRE INSPECTORS' OVERTIME						
5,000.00	0.00	5,000.00	0.00	0.00	5,000.00	.0%
51820 REPLACEMENT OVERTIME						
10123 51820 REPLACEMENT OVERTIME						
165,000.00	0.00	165,000.00	0.00	0.00	165,000.00	.0%
51830 TRAINING & EDUCATION						
10123 51830 TRAINING OVERTIME						
10,000.00	0.00	10,000.00	0.00	0.00	10,000.00	.0%
51920 F.I.C.A.						
10123 51920 F.I.C.A.						
165,601.00	0.00	165,601.00	37,954.76	0.00	127,646.24	22.9%

Report generated: 09/30/2024 14:33
User: kallen
Program ID: glytdbud

YEAR-TO-DATE BUDGET REPORT

FOR 2025 13

ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
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	3.79	0.00	246.21	1.5%
52030 PROFESSIONAL FEES						
10123 52030 PROFESSIONAL FEES						
2,500.00	0.00	2,500.00	327.55	0.00	2,172.45	13.1%
52040 SERVICE CONT AND REPAIRS						
10123 52040 SERVICE CONT. AND REPAIRS						
21,000.00	0.00	21,000.00	8,990.47	2,194.29	9,815.24	53.3%
52050 DUES CONFER						
10123 52050 DUES,CONFERENCES & EDUCAT						
38,000.00	-2,686.00	35,314.00	7,159.78	5,913.70	22,240.52	37.0%
52060 PRINTING						
10123 52060 PRINTING						
100.00	0.00	100.00	0.30	0.00	99.70	.3%
52070 REIMBURSABLE EXPENSES						
10123 52070 REIMBURSABLE EXPENSES						
1,000.00	0.00	1,000.00	0.00	0.00	1,000.00	.0%
52080 TELEPHONE						
10123 52080 TELEPHONE						
29,500.00	0.00	29,500.00	4,621.68	22,786.88	2,091.44	92.9%

YEAR-TO-DATE BUDGET REPORT

FOR 2025 13

ORIGINAL APPROP	TRANS/ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
52090 HEATING FUEL						
10123 52090 HEATING FUEL						
0.00	0.00	0.00	0.00	0.00	0.00	.0%
52100 ELECTRICITY						
10123 52100 ELECTRICITY						
0.00	0.00	0.00	0.00	0.00	0.00	.0%
52110 WATER						
10123 52110 WATER						
0.00	0.00	0.00	0.00	0.00	0.00	.0%
52120 SEWER						
10123 52120 SEWER						
0.00	0.00	0.00	0.00	0.00	0.00	.0%
52290 PUBLIC SAFETY AWARENESS						
10123 52290 PUBLIC SAFETY AWARENESS						
4,000.00	0.00	4,000.00	0.00	0.00	4,000.00	.0%
52305 OSHA COMPLIANCE						
10123 52305 OSHA COMPLIANCE						
1,800.00	0.00	1,800.00	0.00	970.00	830.00	53.9%
52310 EXAMINATIONS						
10123 52310 EXAMINATIONS						
10,000.00	0.00	10,000.00	958.00	9,042.00	0.00	100.0%
52320 RENTAL OF HYDRANTS						
10123 52320 RENTAL OF HYDRANTS						
579,000.00	0.00	579,000.00	0.00	579,000.00	0.00	100.0%

Report generated: 09/30/2024 14:33
User: kallen
Program ID: glytdbud

YEAR-TO-DATE BUDGET REPORT

FOR 2025 13

	ORIGINAL APPROP	TRANS/ADJSTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
52370 CLOTHING OR UNIFORM ALLOR							
10123 52370 CLOTHING OR UNIFORM ALLOW	23,000.00	0.00	23,000.00	1,451.15	3,947.13	17,601.72	23.5%
52371 FIRE POLICE							
10123 52371 FIRE POLICE	1,250.00	0.00	1,250.00	391.55	0.00	858.45	31.3%
52372 INSURANCE							
10123 52372 INSURANCE	142,000.00	4,123.00	146,123.00	146,123.00	0.00	0.00	100.0%
52373 LP GAS							
10123 52373 LP GAS	5,600.00	0.00	5,600.00	495.04	0.00	5,104.96	8.8%
52374 CABLE TELEVISION							
10123 52374 CABLE TELEVISION	7,500.00	0.00	7,500.00	1,250.39	3,966.92	2,282.69	69.6%
52375 GROUND LADDER TESTING							
10123 52375 GROUND LADDER TESTING	7,800.00	-305.00	7,495.00	0.00	5,337.50	2,157.50	71.2%
52376 HYDRAULIC TESTING							
10123 52376 HYDRAULIC TESTING	3,200.00	0.00	3,200.00	0.00	5,590.98	-2,390.98	174.7%
52377 BREATHING APPARATUS TESTING							
10123 52377 BREATHING APPARATUS TESTING	9,800.00	0.00	9,800.00	0.00	0.00	9,800.00	.0%

Report generated: 09/30/2024 14:33
User: kallen
Program ID: glytdbud

YEAR-TO-DATE BUDGET REPORT

FOR 2025 13

ORIGINAL APPROP	TRANS/ADJSTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
52378 BUILDING MAINTENANCE						
10123 52378 BUILDING MAINTENANCE						
84,000.00	-4,123.00	79,877.00	18,300.31	19,859.20	41,717.49	47.8%
52379 HOSE TESTING AND REPAIRS						
10123 52379 HOSE TESTING AND REPAIRS						
9,950.00	305.00	10,255.00	0.00	10,254.87	0.13	100.0%
52387 PUMP TESTING SERVICES						
10123 52387 PUMP TESTING SERVICES						
4,500.00	0.00	4,500.00	900.00	0.00	3,600.00	20.0%
52392 GENERATOR MAINTENANCE & REPAIR						
10123 52392 GENERATOR MAINTENANCE & REPAIR						
9,500.00	2,686.00	12,186.00	9,587.22	2,500.00	98.78	99.2%
52396 FF -PROTECTIVE CLOTHING						
10123 52396 FF -PROTECTIVE CLOTHING						
0.00	0.00	0.00	0.00	0.00	0.00	.0%
53010 OFFICE SUPPLIES						
10123 53010 OFFICE SUPPLIES						
1,000.00	0.00	1,000.00	0.00	0.00	1,000.00	.0%
53020 OTHER SUPPLIES						
10123 53020 OTHER SUPPLIES						
10,000.00	0.00	10,000.00	1,037.65	0.00	8,962.35	10.4%
53021 CONSUMABLE SUPPLIES						
10123 53021 CONSUMABLE SUPPLIES						
4,500.00	0.00	4,500.00	596.62	0.00	3,903.38	13.3%

YEAR-TO-DATE BUDGET REPORT

FOR 2025 13

ORIGINAL APPROP	TRANS/ADJSTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
53070 AUTO REPAIRS						
10123 53070 AUTO REPAIRS						
110,000.00	0.00	110,000.00	34,672.66	30,367.33	44,960.01	59.1%
53080 AUTOMOTIVE MAINTENANCE						
10123 53080 AUTOMOTIVE MAINTENANCE						
20,000.00	0.00	20,000.00	14,005.45	2,519.55	3,475.00	82.6%
53085 MARINE REPAIRS						
10123 53085 MARINE REPAIRS						
5,000.00	0.00	5,000.00	1,085.66	0.00	3,914.34	21.7%
53090 FUELS AND LUBRICANTS						
10123 53090 FUELS AND LUBRICANTS						
42,000.00	0.00	42,000.00	7,519.29	414.59	34,066.12	18.9%
53100 TIRES						
10123 53100 TIRES						
7,000.00	0.00	7,000.00	6,415.49	0.00	584.51	91.6%
53110 COMPUTER SUPPLIES						
10123 53110 COMPUTER SUPPLIES						
1,000.00	0.00	1,000.00	0.00	0.00	1,000.00	.0%
53111 FF PROTECTIVE CLOTHING						
10123 53111 FF PROTECTIVE CLOTHING						
35,000.00	0.00	35,000.00	666.32	8,609.23	25,724.45	26.5%
53112 FIREFIGHTING SUPPLIES						
10123 53112 FIREFIGHTING SUPPLIES						
9,500.00	0.00	9,500.00	0.00	2,900.00	6,600.00	30.5%

Report generated: 09/30/2024 14:33
User: kallen
Program ID: glytdbud

YEAR-TO-DATE BUDGET REPORT

FOR 2025 13

ACCOUNT	ORIGINAL APPROP	TRANS/ADJSTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
53113 VOLUNTEER RESPONDER AWARDS							
10123 53113 VOLUNTEER RESPONDER AWARDS	5,000.00	0.00	5,000.00	1,199.50	0.00	3,800.50	24.0%
53114 MEDICAL SUPPLIES							
10123 53114 MEDICAL SUPPLIES	6,500.00	0.00	6,500.00	1,755.46	2,747.98	1,996.56	69.3%
53115 VOLUNTEER FIREFIGHTER SUPPLIES							
10123 53115 VOLUNTEER FIREFIGHTER SUPPLIES	3,000.00	0.00	3,000.00	0.00	0.00	3,000.00	.0%
54060 OFFICE EQUIPMENT							
10123 54060 OFFICE EQUIPMENT	1,200.00	0.00	1,200.00	0.00	0.00	1,200.00	.0%
54202 EQUIPMENT -FIRE INVESTIGATIONS							
10123 54202 EQUIPMENT -FIRE INVESTIGATIONS	750.00	0.00	750.00	0.00	0.00	750.00	.0%
54207 SCBA REPLACEMENT BOTTLES							
10123 54207 SCBA REPLACEMENT BOTTLES	0.00	0.00	0.00	0.00	0.00	0.00	.0%
54215 THERMAL CAMERAS -OSWEGATCHIE							
10123 54215 THERMAL CAMERAS -OSWEGATCHIE	0.00	0.00	0.00	0.00	0.00	0.00	.0%
54216 MULTI-GAS METER							
10123 54216 MULTI-GAS METER	0.00	0.00	0.00	0.00	0.00	0.00	.0%

YEAR-TO-DATE BUDGET REPORT

FOR 2025 13

	ORIGINAL APPROP	TRANS/ADJSTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
54217 RESCUE SAWS							
10123 54217 RESCUE SAWS	0.00	0.00	0.00	0.00	0.00	0.00	.0%
54218 FIREFIGHTER EQUIPMENT							
10123 54218 FIREFIGHTER EQUIPMENT	24,000.00	0.00	24,000.00	900.62	4,271.94	18,827.44	21.6%
54219 EQUIPMENT STORAGE LOCKER							
10123 54219 EQUIPMENT STORAGE LOCKER	0.00	0.00	0.00	0.00	0.00	0.00	.0%
54220 RADIO/EMERGENCY LIGHTS							
10123 54220 RADIO/EMERGENCY LIGHTS	9,500.00	0.00	9,500.00	1,708.57	2,791.43	5,000.00	47.4%
54221 SERVICE TRUCK EQUIPMENT							
10123 54221 SERVICE TRUCK EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00	.0%
54222 RESCUE TRUCK EQUIPMENT							
10123 54222 RESCUE TRUCK EQUIPMENT	5,500.00	0.00	5,500.00	0.00	0.00	5,500.00	.0%
54226 EQUIPMENT							
10123 54226 EQUIPMENT	6,000.00	0.00	6,000.00	0.00	0.00	6,000.00	.0%
54241 TELEPHONE SYSTEM -GOSHEN FIRE							
10123 54241 TELEPHONE SYSTEM -GOSHEN FIRE	0.00	0.00	0.00	0.00	0.00	0.00	.0%

YEAR-TO-DATE BUDGET REPORT

FOR 2025 13

	ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
TOTAL FIRE SERVICES	3,632,425.00	63,413.00	3,695,838.00	835,194.27	725,985.52	2,134,658.21	42.2%
TOTAL GENERAL FUND	3,632,425.00	63,413.00	3,695,838.00	835,194.27	725,985.52	2,134,658.21	42.2%
TOTAL EXPENSES	3,632,425.00	63,413.00	3,695,838.00	835,194.27	725,985.52	2,134,658.21	
GRAND TOTAL	3,632,425.00	63,413.00	3,695,838.00	835,194.27	725,985.52	2,134,658.21	42.2%

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

H) 8

TOWN OF WATERFORD
TRANSFER REQUEST FORM

In Series (Over $1000)

FIRE SERVICES 9/12/24
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	52376	Hydraulic Testing	$ 3,200	$ 3,200	3,100.00		$ 6,300
2	10123	52378	Building Maintenance	$ 79,877	$ 43,619		(3,100.00)	$ 40,519
10								$ -
					TOTAL	3,100.00	(3,100.00)	

Explanation:

1-2 Short funding in this line by approximately $1,723.00 by the previous director for an unknown reason. In addition, the cost of this service has risen by approximately $670.00

Building Maintnance budget included "possible maintenance" that may be not be needed; therefore, the department is utilizing funds to cover the priority of testing the hydraulic systems.

Email
Department Head

9/11/2024
Date

Kim Allen
Director of Finance

9/12/2024
Date

First Selectman

Date

Commission/Board Approval

Date

revised 9/9/20

Town of Waterford, CT

YEAR-TO-DATE BUDGET REPORT

FOR 2025 13

	ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
101 GENERAL FUND							
10123 FIRE SERVICES							
51110 ADMINISTRATION							
10123 51110 ADMINISTRATION	200,611.00	0.00	200,611.00	44,965.26	0.00	155,645.74	22.4%
51120 INSPECTION							
10123 51120 INSPECTION	83,385.00	0.00	83,385.00	17,450.16	0.00	65,934.84	20.9%
51210 CLERICAL AND TECHNICAL							
10123 51210 CLERICAL AND TECHNICAL	167,150.00	0.00	167,150.00	32,874.07	0.00	134,275.93	19.7%
51240 EDUCATIONAL INCENTIVE							
10123 51240 EDUCATIONAL INCENTIVE	13,240.00	0.00	13,240.00	2,240.00	0.00	11,000.00	16.9%
51410 FIRE FIGHTING							
10123 51410 FIRE FIGHTING	1,287,338.00	49,227.00	1,336,565.00	270,466.62	0.00	1,066,098.38	20.2%
51411 INCENTIVE PROGRAM STIPENDS							
10123 51411 INCENTIVE PROGRAM STIPENDS	50,000.00	0.00	50,000.00	0.00	0.00	50,000.00	.0%
51412 PART TIME FIREFIGHTING							
10123 51412 PART TIME FIREFIGHTING	175,000.00	0.00	175,000.00	25,404.02	0.00	149,595.98	14.5%

YEAR-TO-DATE BUDGET REPORT

FOR 2025 13

	ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
51440 DISPATCH							
10123 51440 DISPATCH	0.00	0.00	0.00	0.00	0.00	0.00	.0%
51450 EXTRA DUTY							
10123 51450 EXTRA DUTY	0.00	0.00	0.00	6,465.26	0.00	-6,465.26	100.0%
51451 EXTRA DUTY REGULAR WAGES							
10123 51451 EXTRA DUTY REGULAR WAGES	0.00	0.00	0.00	0.00	0.00	0.00	.0%
51810 OVERTIME							
10123 51810 OVERTIME	8,000.00	0.00	8,000.00	63,354.40	0.00	-55,354.40	791.9%
51812 FIRE INSPECTORS' OVERTIME							
10123 51812 FIRE INSPECTORS' OVERTIME	5,000.00	0.00	5,000.00	0.00	0.00	5,000.00	.0%
51820 REPLACEMENT OVERTIME							
10123 51820 REPLACEMENT OVERTIME	165,000.00	0.00	165,000.00	0.00	0.00	165,000.00	.0%
51830 TRAINING & EDUCATION							
10123 51830 TRAINING OVERTIME	10,000.00	0.00	10,000.00	0.00	0.00	10,000.00	.0%
51920 F.I.C.A.							
10123 51920 F.I.C.A.	165,601.00	0.00	165,601.00	33,641.14	0.00	131,959.86	20.3%

YEAR-TO-DATE BUDGET REPORT

FOR 2025 13

	ORIGINAL APPROP	TRANS/ADJSTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
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	3.79	0.00	246.21	1.5%
52030 PROFESSIONAL FEES							
10123 52030 PROFESSIONAL FEES	2,500.00	0.00	2,500.00	0.00	0.00	2,500.00	.0%
52040 SERVICE CONT AND REPAIRS							
10123 52040 SERVICE CONT. AND REPAIRS	21,000.00	0.00	21,000.00	1,646.12	9,538.64	9,815.24	53.3%
52050 DUES CONFER							
10123 52050 DUES,CONFERENCES & EDUCAT	38,000.00	-2,686.00	35,314.00	4,248.48	7,000.00	24,065.52	31.9%
52060 PRINTING							
10123 52060 PRINTING	100.00	0.00	100.00	0.30	0.00	99.70	.3%
52070 REIMBURSABLE EXPENSES							
10123 52070 REIMBURSABLE EXPENSES	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00	.0%
52080 TELEPHONE							
10123 52080 TELEPHONE	29,500.00	0.00	29,500.00	4,621.68	22,786.88	2,091.44	92.9%

Report generated: 09/12/2024 11:03
User: kallen
Program ID: glytdbud

ORIGINAL APPROP	TRANS/ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
52090 HEATING FUEL						
10123 52090 HEATING FUEL						
0.00	0.00	0.00	0.00	0.00	0.00	.0%
52100 ELECTRICITY						
10123 52100 ELECTRICITY						
0.00	0.00	0.00	0.00	0.00	0.00	.0%
52110 WATER						
10123 52110 WATER						
0.00	0.00	0.00	0.00	0.00	0.00	.0%
52120 SEWER						
10123 52120 SEWER						
0.00	0.00	0.00	0.00	0.00	0.00	.0%
52290 PUBLIC SAFETY AWARENESS						
10123 52290 PUBLIC SAFETY AWARENESS						
4,000.00	0.00	4,000.00	0.00	0.00	4,000.00	.0%
52305 OSHA COMPLIANCE						
10123 52305 OSHA COMPLIANCE						
1,800.00	0.00	1,800.00	0.00	0.00	1,800.00	.0%
52310 EXAMINATIONS						
10123 52310 EXAMINATIONS						
10,000.00	0.00	10,000.00	0.00	10,000.00	0.00	100.0%
52320 RENTAL OF HYDRANTS						
10123 52320 RENTAL OF HYDRANTS						
579,000.00	0.00	579,000.00	0.00	579,000.00	0.00	100.0%

YEAR-TO-DATE BUDGET REPORT

FOR 2025 13

ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
52370 CLOTHING OR UNIFORM ALLOW						
10123 52370 CLOTHING OR UNIFORM ALLOW						
23,000.00	0.00	23,000.00	703.58	4,352.08	17,944.34	22.0%
52371 FIRE POLICE						
10123 52371 FIRE POLICE						
1,250.00	0.00	1,250.00	391.55	0.00	858.45	31.3%
52372 INSURANCE						
10123 52372 INSURANCE						
142,000.00	4,123.00	146,123.00	146,123.00	0.00	0.00	100.0%
52373 LP GAS						
10123 52373 LP GAS						
5,600.00	0.00	5,600.00	495.04	0.00	5,104.96	8.8%
52374 CABLE TELEVISION						
10123 52374 CABLE TELEVISION						
7,500.00	0.00	7,500.00	1,250.39	3,966.92	2,282.69	69.6%
52375 GROUND LADDER TESTING						
10123 52375 GROUND LADDER TESTING						
7,800.00	-305.00	7,495.00	0.00	5,337.50	2,157.50	71.2%
52376 HYDRAULIC TESTING						
10123 52376 HYDRAULIC TESTING						
3,200.00	0.00	3,200.00	0.00	0.00	3,200.00	.0%
52377 BREATHING APPARATUS TESTING						
10123 52377 BREATHING APPARATUS TESTING						
9,800.00	0.00	9,800.00	0.00	0.00	9,800.00	.0%

Report generated: 09/12/2024 11:03
user: kallen
Program ID: glytdbud

YEAR-TO-DATE BUDGET REPORT

FOR 2025 13

ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
52378 BUILDING MAINTENANCE						
10123 52378 BUILDING MAINTENANCE						
84,000.00	-4,123.00	79,877.00	16,547.57	19,710.91	43,618.52	45.4%
52379 HOSE TESTING AND REPAIRS						
10123 52379 HOSE TESTING AND REPAIRS						
9,950.00	305.00	10,255.00	0.00	10,254.87	0.13	100.0%
52387 PUMP TESTING SERVICES						
10123 52387 PUMP TESTING SERVICES						
4,500.00	0.00	4,500.00	900.00	0.00	3,600.00	20.0%
52392 GENERATOR MAINTENANCE & REPAIR						
10123 52392 GENERATOR MAINTENANCE & REPAIR						
9,500.00	2,686.00	12,186.00	9,087.22	3,000.00	98.78	99.2%
52396 FF -PROTECTIVE CLOTHING						
10123 52396 FF -PROTECTIVE CLOTHING						
0.00	0.00	0.00	0.00	0.00	0.00	.0%
53010 OFFICE SUPPLIES						
10123 53010 OFFICE SUPPLIES						
1,000.00	0.00	1,000.00	0.00	0.00	1,000.00	.0%
53020 OTHER SUPPLIES						
10123 53020 OTHER SUPPLIES						
10,000.00	0.00	10,000.00	1,037.65	0.00	8,962.35	10.4%
53021 CONSUMABLE SUPPLIES						
10123 53021 CONSUMABLE SUPPLIES						
4,500.00	0.00	4,500.00	505.13	0.00	3,994.87	11.2%

YEAR-TO-DATE BUDGET REPORT

FOR 2025 13

ORIGINAL APPROP	TRANS/ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
53070 AUTO REPAIRS						
10123 53070 AUTO REPAIRS						
110,000.00	0.00	110,000.00	33,731.04	16,268.96	60,000.00	45.5%
53080 AUTOMOTIVE MAINTENANCE						
10123 53080 AUTOMOTIVE MAINTENANCE						
20,000.00	0.00	20,000.00	14,005.45	2,519.55	3,475.00	82.6%
53085 MARINE REPAIRS						
10123 53085 MARINE REPAIRS						
5,000.00	0.00	5,000.00	1,085.66	0.00	3,914.34	21.7%
53090 FUELS AND LUBRICANTS						
10123 53090 FUELS AND LUBRICANTS						
42,000.00	0.00	42,000.00	7,489.31	444.57	34,066.12	18.9%
53100 TIRES						
10123 53100 TIRES						
7,000.00	0.00	7,000.00	6,415.49	0.00	584.51	91.6%
53110 COMPUTER SUPPLIES						
10123 53110 COMPUTER SUPPLIES						
1,000.00	0.00	1,000.00	0.00	0.00	1,000.00	.0%
53111 FF PROTECTIVE CLOTHING						
10123 53111 FF PROTECTIVE CLOTHING						
35,000.00	0.00	35,000.00	289.00	7,000.00	27,711.00	20.8%
53112 FIREFIGHTING SUPPLIES						
10123 53112 FIREFIGHTING SUPPLIES						
9,500.00	0.00	9,500.00	0.00	2,900.00	6,600.00	30.5%

YEAR-TO-DATE BUDGET REPORT

FOR 2025 13

	ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
53113 VOLUNTEER RESPONDER AWARDS							
10123 53113 VOLUNTEER RESPONDER AWARDS	5,000.00	0.00	5,000.00	1,199.50	0.00	3,800.50	24.0%
53114 MEDICAL SUPPLIES							
10123 53114 MEDICAL SUPPLIES	6,500.00	0.00	6,500.00	1,417.96	3,085.48	1,996.56	69.3%
53115 VOLUNTEER FIREFIGHTER SUPPLIES							
10123 53115 VOLUNTEER FIREFIGHTER SUPPLIES	3,000.00	0.00	3,000.00	0.00	0.00	3,000.00	.0%
54060 OFFICE EQUIPMENT							
10123 54060 OFFICE EQUIPMENT	1,200.00	0.00	1,200.00	0.00	0.00	1,200.00	.0%
54202 EQUIPMENT -FIRE INVESTIGATIONS							
10123 54202 EQUIPMENT -FIRE INVESTIGATIONS	750.00	0.00	750.00	0.00	0.00	750.00	.0%
54207 SCBA REPLACEMENT BOTTLES							
10123 54207 SCBA REPLACEMENT BOTTLES	0.00	0.00	0.00	0.00	0.00	0.00	.0%
54215 THERMAL CAMERAS -OSWEGATCHIE							
10123 54215 THERMAL CAMERAS -OSWEGATCHIE	0.00	0.00	0.00	0.00	0.00	0.00	.0%
54216 MULTI-GAS METER							
10123 54216 MULTI-GAS METER	0.00	0.00	0.00	0.00	0.00	0.00	.0%

ORIGINAL APPROP	TRANS/ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
54217 RESCUE SAWS						
10123 54217 RESCUE SAWS						
0.00	0.00	0.00	0.00	0.00	0.00	.0%
54218 FIREFIGHTER EQUIPMENT						
10123 54218 FIREFIGHTER EQUIPMENT						
24,000.00	0.00	24,000.00	900.62	4,271.94	18,827.44	21.6%
54219 EQUIPMENT STORAGE LOCKER						
10123 54219 EQUIPMENT STORAGE LOCKER						
0.00	0.00	0.00	0.00	0.00	0.00	.0%
54220 RADIO/EMERGENCY LIGHTS						
10123 54220 RADIO/EMERGENCY LIGHTS						
9,500.00	0.00	9,500.00	883.57	2,116.43	6,500.00	31.6%
54221 SERVICE TRUCK EQUIPMENT						
10123 54221 SERVICE TRUCK EQUIPMENT						
0.00	0.00	0.00	0.00	0.00	0.00	.0%
54222 RESCUE TRUCK EQUIPMENT						
10123 54222 RESCUE TRUCK EQUIPMENT						
5,500.00	0.00	5,500.00	0.00	0.00	5,500.00	.0%
54226 EQUIPMENT						
10123 54226 EQUIPMENT						
6,000.00	0.00	6,000.00	0.00	0.00	6,000.00	.0%
54241 TELEPHONE SYSTEM -GOSHEN FIRE						
10123 54241 TELEPHONE SYSTEM -GOSHEN FIRE						
0.00	0.00	0.00	0.00	0.00	0.00	.0%

YEAR-TO-DATE BUDGET REPORT

FOR 2025 13

ORIGINAL APPROP	TRANS/ADJSTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
TOTAL FIRE SERVICES						
3,632,425.00	49,227.00	3,681,652.00	752,231.79	713,554.73	2,215,865.48	39.8%
TOTAL GENERAL FUND						
3,632,425.00	49,227.00	3,681,652.00	752,231.79	713,554.73	2,215,865.48	39.8%
TOTAL EXPENSES						
3,632,425.00	49,227.00	3,681,652.00	752,231.79	713,554.73	2,215,865.48	
GRAND TOTAL						
3,632,425.00	49,227.00	3,681,652.00	752,231.79	713,554.73	2,215,865.48	39.8%

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

11

Office of the Director
Waterford Fire Department
204 Boston Post Road
Waterford, CT 06385

September 26, 2024

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

Re: Additional Appropriation, Fire Services
Line 20523-57838 (Fire Services Pre Emption Light Repairs)

Selectman Brule,

On behalf of the Waterford Fire Services, I would like to request an additional appropriation in the amount of $27,000 for a study to test all town pre-emption lights and to create a plan to be used for the basis of a FY2026 capital project budget request.

Acting Director Fire Services
Steve Dubicki

PROPOSAL

Date	Proposal #
7/17/2024	595

SUPERIOR ELECTRIC, LLC
173 Pane Road
Newington, CT 06111

Town of Waterford - Fire Department
204 Boston Post Road
Waterford, CT 06385

Project				
1426 - Test Pre-Emption				
Description	**Qty**	**Rate**	**U/M**	**Total**
PROVIDE LABOR AND EQUIPMENT TO TEST PRE-EMPTION SYSTEMS AT 35 LOCATIONS IF DETECTORS REQUIRE MINIMAL ADJUSTMENT, DETECTORS WILL BE ADJUSTED WHILE ONSITE THE ESTIMATED QUANTITIES ARE BASED ON SURVEYING 5 SITES PER DAY ESTIMATED QUANTITIES MAY INCREASE OR DECREASE BASED ON ACTUAL DAYS REQUIRED PROVIDE A PROPOSAL TO INSTALL NEW EQUIPMENT REQUIRED TO FIX NON-FUNCTIONAL PRE-EMPTION SYSTEMS				
DAILY RATE - 2 MEN WITH BUCKET TRUCK - PORT TO PORT	7	3,500.00	EA	24,500.00
ONE TIME FEE FOR SUPERIOR ELECTRIC OWNED TEST EQUIPMENT	1	2,500.00	EA	2,500.00
THE FOLLOWING ITEMS ARE EXCLUDED: SALES TAX POLICE AND/OR CERTIFIED FLAGGERS PREVAILING WAGES BONDING PERMITS				
QUOTE VALID FOR 30 DAYS TERMS NET 30				

Subtotal	$27,000.00
Sales Tax (6.35%)	$0.00
Total	$27,000.00

Signature _____

Print Name _____

Date _____

STATE OF CT DAS
SBE MBE / WBE CERTIFIED

#12

Office of the Director
Waterford Fire Department
204 Boston Post Road
Waterford, CT 06385

September 26, 2024

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

Re: Additional Appropriation, Fire Services
Line 20523-57791 (Jordan Traffic Light Upgrade)

Selectman Brule,

On behalf of the Waterford Fire Services, I would like to request an additional appropriation in the amount of $10,460 for project 20523-57791 (Jordan Traffic Light Upgrade). The amount approved for the project was under the lowest quote and additional funds are needed to complete the approved capital project.

Acting Director Fire Services
Steve Dubicki

PROPOSAL

Date	Proposal #
7/17/2024	596

SUPERIOR ELECTRIC, LLC
173 Pane Road
Newington, CT 06111

Town of Waterford - Fire Department
204 Boston Post Road
Waterford, CT 06385

STATE OF CT DAS
SBE / MBE / WBE CERTIFIED

Project
1427 - Signal Upgrade - Jordan Fire STN

Description	Total
ROUTE 156 @ JORDAN FIRE DEPARTMENT & MILL LANE ROAD - WATERFORD REMOVE EXISTING TRAFFIC SIGNALS REMOVE EXISTING TRAFFIC SIGNAL WIRING FROM EACH SIGNAL TO THE NEW TYPE B BOOT INSTALL (8) 3 SECTION SPAN MOUNTED POLYCARBONATE SIGNALS WITH LED LAMPS INSTALL (1) TYPE B SPLICE BOOT ON THE SPAN WIRE NEAR THE RISER INSTALL 14/9 TRAFFIC CABLE AS REQUIRED FOR NEW SIGNALS INSTALL 14/7 TRAFFIC CABLE AS REQUIRED FOR NEW SIGNALS EXCLUSIONS: SALES TAX POLICE AND/OR CERTIFIED FLAGGERS PREVAILING WAGES BONDING PERMITS EXISTING RISER/SPAN WIRE/D-RINGS TO REMAIN ANY PRE-EMPTION WORK RE-FEEDING EXISTING 5 CONDUCTOR THAT IS NOT IN USE (CUT AT BOTH ENDS ON SPAN WIRE) ANY REPLACEMENT/MODIFICATIONS TO THE TRAFFIC CONTROL CABINET OR EQUIPMENT THEREIN (LOCATED IN THE BASEMENT OF THE FIRE STATION) QUOTE VALID FOR 30 DAYS PAYMENT NET 30	35,460.00

Subtotal	$35,460.00
Sales Tax (6.35%)	$0.00
Total	$35,460.00

Accepted By: **Date**

Print Name:

#13

FINANCE DEPARTMENT

Memo

September 30, 2024

Mr. Rob Brule
First Selectman
Town of Waterford
15 Rope Ferry Road
Waterford, CT 06385

Re: Bid Waiver- Jordan Traffic Light Upgrade:

Dear Mr. Brule:

In keeping with Section 3.08.050 of the Purchasing Ordinance, the Purchasing Department, on behalf the Fire Services Department, respectfully seeks a Bid Waiver to Award the work to Superior Electric, LLC for $35,460.00, in accordance with the DAS contract 23PSX0243. This bid waiver is to award an electrical contractor to replace the Jordan Traffic Light.

Funds will be available from Line Item 20523-57791 Jordan Traffic Light Upgrade.

Sincerely,

Shea Davy

Shea Davy
Purchasing Agent,
Town of Waterford

Office of the Director
Waterford Fire Department
204 Boston Post Road
Waterford, CT 06385

TO: Board of Selectman

FROM: Steve Dubicki. Acting Director of Fire Services

DATE: September 30, 2024

RE: Bid Waiver Request for Electrical Services related to the Jordan Traffic Light Upgrade

I am requesting a Bid Waiver in accordance with Section 3.08.050 of the Town of Waterford Code of Ordinances. The Waiver is needed for electrical contracting services to replace the Jordan Traffic Light for $35,460.

Waiving the bid requirement is in the best interest of the town because this is a state approved contractor and has been involved with the town for previous years.

PROPOSAL

Date	Proposal #
7/17/2024	596

SUPERIOR ELECTRIC, LLC

173 Pane Road
Newington, CT 06111

Town of Waterford - Fire Department
204 Boston Post Road
Waterford, CT 06385

STATE OF CT DAS
SBE / MBE / WBE CERTIFIED

Project
1427 - Signal Upgrade - Jordan Fire STN

Description	Total
ROUTE 156 @ JORDAN FIRE DEPARTMENT & MILL LANE ROAD - WATERFORD REMOVE EXISTING TRAFFIC SIGNALS REMOVE EXISTING TRAFFIC SIGNAL WIRING FROM EACH SIGNAL TO THE NEW TYPE B BOOT INSTALL (8) 3 SECTION SPAN MOUNTED POLYCARBONATE SIGNALS WITH LED LAMPS INSTALL (1) TYPE B SPLICE BOOT ON THE SPAN WIRE NEAR THE RISER INSTALL 14/9 TRAFFIC CABLE AS REQUIRED FOR NEW SIGNALS INSTALL 14/7 TRAFFIC CABLE AS REQUIRED FOR NEW SIGNALS EXCLUSIONS: SALES TAX POLICE AND/OR CERTIFIED FLAGGERS PREVAILING WAGES BONDING PERMITS EXISTING RISER/SPAN WIRE/D-RINGS TO REMAIN ANY PRE-EMPTION WORK RE-FEEDING EXISTING 5 CONDUCTOR THAT IS NOT IN USE (CUT AT BOTH ENDS ON SPAN WIRE) ANY REPLACEMENT/MODIFICATIONS TO THE TRAFFIC CONTROL CABINET OR EQUIPMENT THEREIN (LOCATED IN THE BASEMENT OF THE FIRE STATION) QUOTE VALID FOR 30 DAYS PAYMENT NET 30	35,460.00

Subtotal	$35,460.00
Sales Tax (6.35%)	$0.00
Total	$35,460.00

Accepted By: **Date**

Print Name:

Contract 23PSX0243
Trade Labor Services

State of Connecticut

AND

(See Overleaf Contract Award)

23PSX0243 Contract Award		
A1 Home Improvement, LLC	J.H. LaPierre Jr. & Son, LLC	Savy & Sons
Action Construction, Inc.	JHS Restoration, Inc.	Select Fence & Guardrail, LLC
Advanced Energy Group	JLY Enterprises, LLC	Silktown Roofing, Inc.
Air Temp Mechanical Services, Inc.	Kafa Group, LLC	Spectrum Environmental, LLC
Amazon Landscaping Design & Handyman Services, LLC	Kevin Gorman	Superior Electric, LLC
Andresen Electrical Services, LLC	Lighting Services, Inc.	Superior Heating and Cooling, Inc.
Anvil CT, LLP	MAC Brothers, LLC	T & T Complete Landscaping, LLC
Artegriz, LLC	Machnik Bros., Inc.	The Chase Glass Company
Atlantic Restoration and Remodeling Group, LLC	Macri Roofing, Inc.	The John Boyle Company, Inc.
Atlas Industrial Services, LLC	Martin Laviero Contractor, Inc.	Thorogood Electric
AWL Painting, LLC	Mattern Construction, Inc.	Tim's Enterprises, LLC
Beacon Electric, Inc.	McAllen Construction, Inc.	Total Fence, LLC
Carson Associates, LLC	McMellon J Oross, LLC	Tucker Mechanical
Caruso Electric Company	Mechanical Heating and Air Conditioning, Inc.	Universal Building Controls, Inc.
Cenaxo, LLC	Mercury Electric, LLC	USA Mechanical & Energy Services, LLC
Central Mechanical Services, Inc.	Mike Alleano Plumbing Services	WC McBride Electrical Contractors, LLC
Cherry Hill Glass Co., Inc.	MJ Turner Exteriors, LLC	
Commercial Storefront Services, Inc	NEPV, LLC	West Electric, LLC
Connecticut Boiler Repair & Manufacturing Co., Inc.	New England Energy Controls, Inc.	Woodcock Refrigeration Co., Inc.
Connecticut Roofcrafters, LLC	New England Masonry & Roofing Co.	Worldwide Welding & Fabrication LLC, dba Excel Steel
Consolidated Electric, Inc.	Newington Electric Co.	WTECH22, LLC
Corbett Bernier	Northeast Industrial Floorings, Inc.	Yankee Remodeler of New London Inc.
Cornerstone Fence and Ornamental Gate, LLC	Offshore Construction, Inc.	
CT Painting, LLC	One Source FM, LLC	
D & D Construction Services, LLC	Overhead Door Company of Hartford, Inc.	
D/E/F Services Group, Ltd.	Paramount Construction, LLC	
Danielle, LLC	Pasquariello Electric Corp.	
Design to Finish General Contracting, Inc.	Pazz & Construction, LLC	
Dockside Property Services, LLC (Susan Alger)	Perfectemp, Inc.	
Duct & Vent Cleaning of America, Inc.	Pinnacle Maintenance, LLC	
Eagle Rivet Roof Services Corporation	Prime Electric, LLC	
Edgerton, Inc.	Quality Roofing Services, Inc.	
E-Tech Systems, LLC	Quality Welding, LLC	
Ferraro's Painting & Restoration, Inc.	R & C Electric, LLC	
Frank Capasso & Sons, Inc.	Red Thread Spaces, LLC	
Frankson Fence Co., Inc.	Resource Services, LLC	
G. Donovan Associates, Inc.	RFJ Associates, LLC	
G.L. Capasso, Inc.	Roadstone, LLC	
Genovesi Construction, LLC	Roberge Painting Company	
Gesco, Inc.	Ruotolo Mechanical, Inc.	
Greenwich Electric, LLC	S K Mechanical, LLC	
Guilford Fence Works, Inc.	Sal Sabia Electrical Contractors, Inc.	
Happy Jack's Door & Service	Sarazin General Contractors, Inc.	
Hartford Painting Company, LLC	SAV-MOR Cooling & Heating, Inc.	
Innovative Environmental, LLC		

This contract (the "Contract") is made by and between, contractors identified on contract award page (the "Contractor") and the State of Connecticut, acting by its Department of Administrative Services ("DAS") in accordance with sections 4a-2 and 4a-51 of the Connecticut General Statutes.

The Contractor and the State agree as follows:

1. Definitions

The following definitions apply in this Contract, except to the extent modified in Exhibit A, Deliverables Document, in which case Exhibit A, Deliverables Document controls.

a. Business Day

A day of the week recognized by the Client Agency as a workday, exclusive of Saturdays, Sundays and any State or federal holiday.

b. Claims

All actions, suits, claims, demands, investigations, and proceedings of any kind, open, pending, or threatened, whether mature, un-matured, contingent, known or unknown, at law or in equity in any forum.

c. Client Agency

Any department, commission, board, bureau, agency, institution, public authority, office, council, association, instrumentality or political subdivision of the State of Connecticut, non-profit organization organized in this State and any entity identified in Conn. Gen. Stat. Sec. 4a-54, as applicable, who is authorized and chooses to make purchases under, and pursuant to the terms of this Contract.

d. Client Agency Data

Any data or information of the Client Agency that Contractor receives or creates by any means and in any form in connection with this Contract, Deliverables or Performance, including data and information with respect to any one or more of the following: databases, systems, operations, facilities, and regulatory compliance.

e. Confidential Information

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 and residential address, 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 DAS 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.

f. Confidential Information Breach

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 Agency, the Contractor, or State.

g. Contractor Parties

Contractor's members, principals, directors, officers, shareholders, partners, managers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity or with whom Contractor contracts to Perform under this Contract in any capacity.

h. Corrective Action Plan, or CAP

A detailed written plan produced by Contractor at the request of the Client Agency to correct or resolve a Breach identified by the Client Agency in accordance with the Breach section of this Contract.

i. Deliverable

Each (1) Good, Service, or fulfillment of Performance; and (2) warranty of a Deliverable(s) that is listed in the Pricing Schedule or provided by Contractor as an element of Contractor's overall approach and solution to the requirements of this Contract. Any one of them or a combination of any of them may be developed or produced by Contractor or by a third party as a supplier or subcontractor to Contractor.

j. Deliverables Document

Exhibit A and Attachment(s) 1 through 6 which set forth and describe the Deliverables that are to be provided or made available to the State under this Contract or in a Statement of Work, as applicable, and the specific requirements and terms applicable to those Deliverables.

k. Force Majeure Event

Strikes, lockouts, riot, sabotage, rebellion, insurrection, acts of war, acts of terrorism, failure of or inadequate permanent power, fire, flood, earthquake, epidemics, natural disasters, and acts of God.

l. Goods

All things which are movable, including, but not limited to, supplies, materials, equipment, hardware, software, specially manufactured things, a component incorporated into another thing and things that are attached to real property and that may be severed from the real property without material harm to the things.

m. Goods or Services

Goods, Services or both, as specified in the Solicitation and set forth in Exhibit A, Deliverables

Document.

n. Perform

All acts and things of the Contractor and Contractor Parties, severally and collectively, that are necessary or appropriate to fulfill or accomplish this Contract fully, including the Deliverables and all other Contract obligations. The word "Perform" includes all parts of speech.

o. Price Schedule

Exhibit B to this Contract which when read in conjunction with Exhibit A, Deliverables Document, lists the Deliverables available under this Contract and establishes the components, unit pricing and price schedules for each Deliverable.

p. Purchase Order

A written or electronic document that the Client Agency issues for one or more Deliverables in accordance with the terms of this Contract.

q. Records

All working papers and such other information and materials furnished or prepared by the Contractor in Performing including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.

r. Services

The labor or work, necessary or appropriate for the Contractor to Perform.

s. Site

Location(s) specified by the Client Agency where Deliverables are to be installed, Services rendered, or materials furnished.

t. Solicitation

A State request, in whatever form issued, inviting bids, proposals or quotes for Deliverables, typified by, but not limited to, an invitation to bid, request for proposal, requests for information or request for quotes. The Solicitation and this Contract shall be governed by the statutes, regulations and procedures of DAS. The Solicitation is incorporated into and made a part of this Contract as if it had been fully set forth in it if, but only if, the Solicitation is in the form of an invitation to bid, request for information or request for quotes. A Solicitation in the form of a request for proposal is not incorporated into this Contract in its entirety, but, rather, it is incorporated into this Contract only to the extent specifically stated in Exhibit A, Deliverables Document.

u. Solicitation Response

A submittal in response to a Solicitation.

v. Specifications

Contractor's published technical and non-technical detailed descriptions of each Deliverable's

capabilities, or intended use or both, as more fully set forth in this Contract or a Statement of Work, as applicable.

w. State

The State of Connecticut, including DAS, the Client Agency and any office, department, board, council, commission, institution or other agency of the State.

x. Statement of Work ("SOW")

Statement issued in connection with a Purchase Order for a Deliverable available under this Contract which sets forth all work and payment requirements for Contractor's Performance in connection with said Purchase Order.

y. Term

The original term of this Contract plus any extensions exercised under this Contract.

z. Termination

An end to this Contract prior to the end of its Term.

aa. Title

All ownership, title, licenses, rights and interest, including, but not limited to, perpetual use, of and to the Deliverable.

2. Term of Contract; Contract Extension

This Contract will be in effect from June 1, 2024 (the "Effective Date") through May 31, 2029. DAS, in its sole discretion, may extend this Contract for additional terms beyond the Term, prior to Termination or expiration, one or more times for a combined total period not to exceed the complete length of the original Term.

3. Description of Deliverables

The Contractor shall Perform as set forth in Exhibit A, Deliverables Document.

4. Price Schedule, Payment Terms and Billing and Price Adjustments

a. Price Schedule:

Price Schedule under this Contract is set forth in Exhibit B, Price Schedule.

b. Payment Terms and Billing:

1. Payment shall be made only after the Client Agency receives and accepts the Goods or Services and after it receives a properly completed invoice. Unless otherwise specified in this Contract, payment for all accepted Goods or Services shall be due within forty-five (45) days after acceptance of the Goods or Services, or twenty-five (25) days if the Contractor is a certified small contractor or minority business enterprise as defined in Conn. Gen. Stat. § 4a-60g. The Contractor shall submit an invoice to the Client Agency for the Performance. The

invoice shall include detailed information for Goods or Services, delivered and Performed, as applicable, and accepted. Any late payment charges shall be calculated in accordance with the Connecticut General Statutes.

2. The State shall make all payments to the Contractor through electronic funds transfer via the Automated Clearing House ("ACH") or through the State of Connecticut Purchasing Card Program ("P-Card Program or P-Card") in accordance with sections 4-98(c) and 42-133ff(a) of the Connecticut General Statutes. Contractor shall enroll in ACH through the Office of the State Comptroller prior to sending any invoice to the State. The Contractor may obtain detailed information regarding ACH at: http://www.osc.ct.gov/vendor/directdeposit.html.

3. Contractor shall be equipped to receive orders issued by the Client Agency using the P-Card Program. The Contractor shall be responsible for the credit card user-handling fee associated with P-Card Program purchases. The Contractor shall charge the P-Card upon acceptance of Goods delivered to the Client Agency or Deliverables accepted.

4. Questions regarding the state of Connecticut P-Card Program may be directed to the Procurement Card Program Administrator at DAS.PCardAdmin@ct.gov.

5. Notwithstanding any language regarding Contractor price adjustments herein, the Price Schedule will be adjusted to reflect any increase in the standard or minimum wage rates that may occur during the Term of this Contract as mandated by State law and in accordance with the terms of this Section. Contractor shall provide documentation, in the form of certified payroll or other documentation acceptable to the State substantiating the amount of any increase in Contractor labor costs as a result of changes to the standard or minimum wage rates within ninety (90) days of the statutorily identified effective date of any increase in the minimum wage. Upon receipt, and verification of Contractor documentation DAS shall adjust the Price Schedule accordingly through a supplement to this Contract.

c. Price Adjustments

Prices for Deliverables listed in Exhibit B, Price Schedule shall remain unchanged for twelve (12) months following the Effective Date of this Contract. The Contractor shall have the right to request a price adjustment only during the thirty (30) days immediately preceding the annual anniversary dates of the Effective Date of this Contract during the Term of this Contract. During this thirty (30) day period, the Contractor may submit a request in writing to DAS for a price adjustment that is consistent with and relative to price changes originating with and compelled by manufacturer and/or market trends and which changes are outside of the Contractor's control. The Contractor must fully document its request, attaching to the request, without limitation, such manufacturer and market data, as support for the requested adjustment. DAS may, in its sole discretion, approve or disapprove the requested adjustment, in whole or in part. Any approved adjustment shall be final and shall remain unchanged until the next annual anniversary date of the Effective Date of this Contract. The Contractor shall submit all requests in accordance with Contract Section Notice. A request made to the Client Agency shall not be valid and the parties shall treat it as if the Contractor had not made the request at all. A request made to the Client Agency shall not be considered timely and shall not toll or extend the running of the thirty (30) days. The right of the Contractor to request a particular price adjustment shall lapse upon the expiration of the applicable thirty (30) days. If the Contractor fails to make a timely request, then the price shall remain unchanged from the previous year and shall continue through the next succeeding twelve (12) months and until the second annual anniversary of the Effective Date of this Contract, if approved, price adjustments shall become effective ten (10) days after the date of the approval. The Contractor shall honor any Purchase Order(s) issued prior to the effective date of the approval at the price in effect at the time of the issuance of the Purchase Order.

5. Prevailing Wages

Some or all of the Performance may be subject to prevailing wages. Accordingly, the following provision is included in accordance with the requirements of Conn. Gen. Stat. Sec. 31-53(a):

The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in subsection (i) of Conn. Gen. Stat. Sec. 31-53(a), shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed.

Any Contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

6. Standard Wages

Contractors shall comply with all provisions of section 31-57f of Connecticut General Statues, Standard Wage Rates for Certain Service Workers and shall pay wages in accordance with the current wage rates provided by the Connecticut Department of Labor. Information regarding this Statute and how and when it applies can be obtained from Connecticut Department of Labor's website at https://www.ctdol.state.ct.us/wgwkstnd/standardwage.htm

Questions concerning the provisions and implementation of this act should be referred to the Connecticut Department of Labor, Wage and Workplace Standards Division, 200 Folly Brook Blvd., Wethersfield, CT 06109-1114 (860) 263-6790 or the designated representative. A link to the Standard Wages can be reached at:
https://www.ctdol.state.ct.us/wgwkstnd/prevailing-rates/service/rates-service.htm

7. Order and Delivery

The Contractor shall Perform in accordance with Exhibit A, Deliverables Document and at the prices set forth in Exhibit B, Price Schedule. Except as it may otherwise be set forth in Exhibit A, Deliverables Document or Exhibit B, Price Schedule, as applicable, the Contractor shall deliver the Goods free on board ("F.O.B"). wherever specified by the Client Agency in its Purchase Order or in another communication to Contractor.

Subject to the Sections in this Contract concerning Force Majeure, Termination and Open Market Purchases, this Contract shall bind the Client Agency to order the Deliverables from the Contractor, and to pay for the accepted Deliverables in accordance with Exhibit B, Price Schedule.

8. Purchase Orders

a. This Contract itself is not an authorization for the Contractor to begin Performance in any way. The Contractor may begin Performance only after it has received a duly issued Purchase Order against this Contract for Performance.

b. The Client Agency shall issue a Purchase Order against this Contract directly to the Contractor and to no other party.

c. All Purchase Orders shall be in written or electronic form, bear the Contract number (if any) and comply with all other State and Client Agency requirements, particularly the Client Agency's requirements concerning procurement. Purchase Orders issued in compliance with such requirements shall be deemed to be duly issued.

d. A Contractor Performing without a duly issued Purchase Order in accordance with this Section does so at the Contractor's own risk.

e. The Client Agency may, in its sole discretion, deliver to the Contractor any or all duly issued Purchase Orders via electronic means only, such that the Client Agency shall not have any additional obligation to deliver to the Contractor a "hard copy" of the Purchase Order or a copy bearing any hand-written signature or other "original" marking.

9. Delivery

a. Delivery shall be made as ordered and in accordance with this Contract. Unless otherwise specified in this Contract, delivery shall be to a loading dock or receiving platform. The Contractor or Contractor's shipping designee shall be responsible for removal of Goods from the carrier and placement on the Client Agency loading dock or receiving platform. The receiving personnel of the Client Agency are not required to assist in this process. The decision of DAS as to reasonable compliance with delivery terms shall be final and binding. The burden of proof of proper receipt of the order shall rest with the Contractor.

b. In order for the time of delivery to be extended, the Client Agency must first approve a request for extension from the time specified in this Contract, such extension applying only to the particular item or shipment.

c. Goods shall be securely and properly packed for shipment, according to accepted standard commercial practice, without extra charge for packing cases, baling or sacks. The containers shall remain the property of the Client Agency unless otherwise stated in this Contract.

d. All risk of loss and damage to the Goods transfers to the Client Agency upon Title vesting in the Client Agency.

10. Time of the Essence

Time is of the essence with respect to all provisions of this Contract that specify a time for Performance; provided, however, that this provision shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Contract.

11. Waiver

a. No waiver of any Breach of this Contract shall be interpreted or deemed to be a waiver of any other or subsequent Breach. All remedies afforded in this Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in this Contract or at law or in equity.

b. A party's failure to insist on strict performance of any provision of this Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of Performance and shall not be deemed to be a waiver of any subsequent rights, remedies or Breach.

12. Goods: Standards and Appurtenances and Inspection

a. Standards and Appurtenances

Any Goods delivered must be standard new Goods, latest model, except as otherwise specifically stated in this Contract. Remanufactured, refurbished or reconditioned equipment may be accepted but only to the extent allowed under this Contract. Where this Contract does not specifically list or describe any parts or nominal appurtenances of equipment for the Goods, it

shall be understood that the Contractor shall deliver such equipment and appurtenances as are usually provided with the manufacturer's stock model.

b. Inspection

The Commissioner of DAS, in consultation with the Client Agency, shall determine the manner and prescribe the inspection of all Goods and the tests of all samples submitted to determine whether they comply with all of the Specifications in this Contract. If any Goods fail in any way to meet the Specifications in this Contract, the Client Agency or the Commissioner of DAS may, in its sole discretion, either reject it and owe nothing or accept it and pay for it on an adjusted price basis, depending on the degree to which the Goods meet the Specifications. Any decision pertaining to any such failure or rejection shall be final and binding.

13. Emergency Standby for Deliverables

If any Federal or State official, having authority to do so, declares an emergency or the occurrence of a natural disaster within the State of Connecticut, DAS and the Client Agency may request the Goods and Services on an expedited and prioritized basis. Upon receipt of such a request the Contractor shall make all necessary and appropriate commercially reasonable efforts to reallocate its staffing and other resources in order to give primary preference to Performing this Contract ahead of or prior to fulfilling, in whole or in part, any other contractual obligations that the Contractor may have. The Contractor is not obligated to make those efforts to Perform on an expedited and prioritized basis in accordance with this paragraph if doing so will make the Contractor materially breach any other contractual obligations that the Contractor may have.

Contractor shall acknowledge receipt of any request made pursuant to this paragraph within 2 hours from the time that the Contractor receives it via Purchase Order or through a request to make an expedited or prioritized purchase through the State of Connecticut P-Card Program. If the Contractor fails to acknowledge receipt within 2 hours, confirm its obligation to Perform or actually Perform, as set forth in the Purchase Order or through the P-Card Program, then DAS and the Client Agency may procure the Performance from another source without further notice to Contractor and without creating any right of recourse at law or in equity against DAS or Client Agency.

14. Data: Access

Access to Contract and State Data

The Contractor shall provide to the Client Agency access to any data, as defined in Conn. Gen Stat. Sec. 4e-1, concerning this Contract and the Client Agency that are in the possession or control of the Contractor upon demand and shall provide the data to the Client Agency in a format prescribed by the Client Agency and the State Auditors of Public Accounts at no additional cost.

15. Rejected Items; Abandonment

a. The Contractor may deliver, cause to be delivered, or, in any other way, bring or cause to be brought, to any State premises or other destination, Goods, as samples or otherwise, and other supplies, materials, equipment or other tangible personal property. The State may, by written notice and in accordance with this Contract, direct the Contractor to remove any or all such Goods ("the "Rejected Goods") and any or all other supplies, materials, equipment or other tangible personal property (collectively, the "Contractor Property") from and out of State premises and any other location which the State manages, leases or controls. The Contractor shall remove the Rejected Goods and the Contractor Property in accordance with the terms and conditions of the written notice. Failure to remove the Rejected Goods or the Contractor Property in accordance with the terms and conditions of the written notice shall mean, for itself and all Contractor Parties, that:

1. they have voluntarily, intentionally, unconditionally, unequivocally and absolutely abandoned and left unclaimed the Rejected Goods and Contractor Property and relinquished all ownership, title, licenses, rights, possession and interest of, in and to (collectively, "Title") the Rejected Goods and Contractor Property with the specific and express intent of (A) terminating all of their Title to the Rejected Goods and Contractor Property, (B) vesting Title to the Rejected Goods and Contractor Property in the State of Connecticut and (C) not ever reclaiming Title or any future rights of any type in and to the Rejected Goods and Contractor Property;

2. there is no ignorance, inadvertence or unawareness to mitigate against the intent to abandon the Rejected Goods or Contractor Property;

3. they vest authority, without any further act required on their part or the State's part, in the Client Agency and the State to use or dispose of the Rejected Goods and Contractor Property, in the State's sole discretion, as if the Rejected Goods and Contractor Property were the State's own property and in accordance with law, without incurring any liability or obligation to the Contractor or any other party;

4. if the State incurs any costs or expenses in connection with disposing of the Rejected Goods and Contractor Property, including, but not limited to, advertising, moving or storing the Rejected Goods and Contractor Property, auction and other activities, the State shall invoice the Contractor for all such cost and expenses and the Contractor shall reimburse the State no later than thirty (30) days after the date of invoice; and

5. they do remise, release and forever discharge the State and its employees, departments, commissions, boards, bureaus, agencies, instrumentalities or political subdivisions and their respective successors, heirs, executors and assigns (collectively, the "State and Its Agents") of and from all Claims which they and their respective successors or assigns, jointly or severally, ever had, now have or will have against the State and Its Agents arising from the use or disposition of the Rejected Goods and Contractor Property.

b. The Contractor shall secure from each Contractor Party, such document or instrument as necessary or appropriate as will vest in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to give full effect to all of the terms and conditions of this Section. The Contractor shall provide, no later than fifteen (15) days after receiving a request from the State, such information as the State may require to evidence, in the State's sole determination, compliance with this Section.

16. Reserved

17. Reserved

18. Working and Labor Synergies

The Contractor shall be responsible for maintaining a tranquil working relationship between the Contractor work force, the Contractor Parties, their work force, State employees, and any other contractors present at the work site. The Contractor shall quickly resolve all labor disputes which result from the Contractor's or Contractor Parties' presence at the work site, or other action under their control. Labor disputes shall not be deemed to be sufficient cause to allow the Contractor to make any claim for additional compensation for cost, expenses or any other loss or damage, nor shall those disputes be deemed to be sufficient reason to relieve the Contractor from any of its obligations under this Contract.

19. Background Checks

The Contractor and Contractor Parties shall submit to and incur the cost of fingerprint supported federal and state criminal history background checks as may be required by the State, the State of Connecticut Department of Emergency Services and Public Protection, or as provided for in any State document that governs procedures for background checks. The Contractor and Contractor Parties shall cooperate fully as necessary or reasonably requested with the State and its agents in connection with such background checks.

20. Contractor Guaranties

a. Contractor shall:

1. Perform fully under this Contract;

2. Guarantee the Goods or Services against defective material or workmanship and to repair any damage or marring occasioned in transit or, at the Client Agency's option, replace them;

3. Furnish adequate protection from damage for all work and to repair damage of any kind, for which its workers are responsible, to the Site, Goods, the Contractor's work or that of Contractor Parties;

4. With respect to the provision of Services, pay for all permits, licenses and fees and give all required or appropriate notices.

5. Adhere to all Contractual provisions ensuring the confidentiality of Records that the Contractor has access to and are exempt from disclosure under the State's Freedom of Information Act or other applicable law; and

6. Neither disclaim, exclude nor modify the implied warranties of fitness for a particular purpose or of merchantability.

21. Representations and Warranties Regarding Motor Vehicles

If in the course of Performance or in any other way related to this Contract the Contractor at any time uses or operates "motor vehicles," as that term is defined by Conn. Gen. Stat. §14-1 (including, but not limited to such services as snow plowing, sanding, hauling or delivery of materials, freight or merchandise, or the transportation of passengers), the Contractor, represents and warrants for itself and the Contractor Parties, that:

a. it is the owner of record or lessee of record of each such motor vehicle used in the Performance of this Contract, and each such motor vehicle is duly registered with the Connecticut Department of Motor Vehicles ("ConnDMV") in accordance with the provisions of Chapter 246 of the Connecticut General Statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV, for any reason or cause. If such motor vehicle is not registered with ConnDMV, then it shall be duly registered with another state or commonwealth in accordance with such other states or commonwealth's applicable statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by such other state or commonwealth for any reason or cause.

b. each such motor vehicle shall be fully insured in accordance with the provisions of Sections 14-12b, 14-112 and 38a-371 of the Connecticut General Statutes, as amended, in the amounts required by the said sections or in such higher amounts as have been specified by ConnDMV as a condition for the award of this Contract, or in accordance with all substantially similar provisions imposed by the law of the jurisdiction where the motor vehicle is registered.

c. each Contractor Party who uses or operates a motor vehicle at any time in the Performance of this Contract shall have and maintain a motor vehicle operator's license or commercial driver's license of the appropriate class for the motor vehicle being used or operated. Each such license shall bear the endorsement or endorsements required by the provisions of Section 14-36a of the Connecticut General Statutes, as amended, to operate such motor vehicle, or required by substantially similar provisions imposed by the law of another jurisdiction in which the operator is licensed to operate such motor vehicle. The license shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV or such other jurisdiction for any reason or cause.

d. each motor vehicle shall be in full compliance with all of the terms and conditions of all provisions of the Connecticut General Statutes and regulations, or those of the jurisdiction where the motor vehicle is registered, pertaining to the mechanical condition, equipment, marking and operation of motor vehicles of such type, class and weight, including, but not limited to, requirements for intrastate carriers with motor vehicles having a gross vehicle weight rating or gross combination weight rating or gross vehicle weight or gross combination weight of 18,001 pounds or more or interstate carriers with motor vehicles having a gross vehicle weight rating or gross combination weight rating or gross vehicle weight or gross combination weight of 10,001 pounds or more otherwise described by the provisions of Conn. Gen. Stat. § 14-163c(a) and all applicable provisions of the Federal Motor Carrier Safety Regulations, as set forth in Title 49, Parts 382 to 399, inclusive, of the Code of Federal Regulations. If the Contractor is a "motor carrier," as that term is defined in section 49 CFR Part 390, and the Contractor is subject to an order issued by the Federal Motor Carrier Safety Administration that prohibits such Contractor from operating or allowing the operation of a motor vehicle, then the Contractor shall comply fully with such order. In addition, if a motor vehicle or its operator is declared out of service pursuant to Conn. Gen. Stat. § 14-163c(d)(4), then the Contractor shall not operate or allow the operation of that motor vehicle and shall not allow the operator to operate a motor vehicle while the respective subject out-of-service order is in effect.

22. Sales and Use Report

Contractor shall deliver a sales and use report on a quarterly basis, in form and content as pre-approved by DAS or the Client Agency. The Contractor shall deliver the report within ten (10) days following the end of each calendar quarter. The Contractor shall provide the Client Agency with any additional reports as the Client Agency may request from time to time within ten (10) days following receipt of the Client Agency's written request. Timely submission of these reports is a material requirement of this Contract. All Title and property rights and interests in and to the reports and the data in the media containing the reports at all times is and will always remain vested in the State. At no time will Contractor have Title to such reports, data or media, wherever located. Accordingly, the Client Agency shall have a perpetual, irrevocable, non-exclusive, transferable right to display, modify, copy and otherwise use the reports, data, and information provided under this Section.

23. Breach

a. If one party (the "Non-breaching Party") determines that the other (the "Breaching Party") has failed to comply with any of the Breaching Party's corresponding Contract obligations (a "Breach"), then the Non-Breaching Party shall provide written notice of such failure to the Breaching Party in accordance with this Contract. The Non-breaching Party must provide the Breaching Party an opportunity to remedy the Breach within thirty (30) calendar days from the date of the notice. However, if Contractor is the Breaching Party, then the Client Agency may set forth any remedy period in the notice, so long as that period is otherwise consistent with the provisions of this Contract. The period set forth in the notice is known as the "Remedy Period." The Non-Breaching Party shall extend the Remedy Period if it is satisfied that the Breaching Party is making a good faith effort to remedy the Breach, but the nature of the Breach is such that it cannot be remedied within the Remedy Period.

b. If the Client Agency determines that the Contractor has committed a Breach, then the Client Agency may require the Contractor to, and Contractor shall, prepare and submit to the Client Agency a CAP in connection with the identified Breach. Contractor shall provide in the CAP a detailed explanation of the deficiencies and other factors that contributed to the cited Breach, Contractor's assessment or diagnosis of Breach (identifying the deficiencies and factors in reasonable detail, with references to the applicable Specifications), and a specific proposal to remedy or resolve the Breach. Contractor shall submit the CAP to the Client Agency within (10) Business Days following the Client Agency's request for the CAP for the Client Agency's review and approval. Within (10) Business Days of receiving the CAP, the Client Agency must either approve the CAP, or reject it by delivering to Contractor a written explanation for the rejection. If the Client Agency fails to accept or reject the CAP within the (10) Business Days, then the CAP is deemed to have been approved, without more. The Client Agency's explanation for the rejection must include suggestions for changes to the CAP and the Contractor shall address the suggestions in such a manner to make it likely that the Client Agency will approve the CAP when the Contractor re-submits it to the Client Agency for review and approval. If the Client Agency rejects a CAP, then the parties will repeat this submittal and review process until the earliest of one of the following: (1) the Client Agency accepts a CAP, (2) the Client Agency waives its right to receive a CAP, (3) Contractor remedies the Breach, (4) the Client Agency waives the Breach, or (5) the Client Agency makes a determination to Terminate this Contract. After the first rejection, each of the parties will have (5) Business Days, instead of (10) Business Days, within which to review the CAP. Each subsequent revision and review will be for up to (3) Business Days each instead of (10) or (5) Business Days.

c. If the Client Agency determines that the Contractor has Breached this Contract, then the Client Agency may withhold payment in whole or in part for any amounts due pending resolution of the Performance issue, provided that the Client Agency notifies Contractor in writing prior to the date that the payment would have been due.

d. For purposes of the Client Agency determining whether there is a Breach under this Contract, or whether any statement in the Representations and Warranties Section of this Contract is false or misleading, the parties deem the Acts of the Contractor Parties to be the Acts of the Contractor itself, as if the Contractor itself was the subject of the Acts which the Client Agency considers in determining if there was a Breach, or an instance of false or misleading statements, or both.

e. The written notice of the Breach may include an effective Termination date. If the identified Breach is not remedied by the stated Termination date, unless otherwise modified by the Non-breaching Party in writing before such 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 Termination date, then the Non-breaching Party shall provide the Breaching Party no less than twenty-four (24) hours' prior written notice before terminating this Contract.

f. Notwithstanding any provisions in this Contract, DAS may terminate this Contract with no Remedy Period for Contractor's Breach or violation of any of the representations or warranties in this Contract and revoke any consent to assignments given as if the assignments had never been requested or consented to, without liability to Contractor or Contractor Parties or any third party. Termination under this Breach section is subject to the provisions of the Termination Section of this Contract. In case of such revocation or Termination, the Client Agency will have no liability or responsibility to Contractor or Contractor Parties or any third party, or any of them, resulting from the Termination or revocation.

g. None of the State's rights under this Breach Section diminishes the State's rights under the Termination Section of this Contract.

24. Termination

a. Notwithstanding any provisions in this Contract, DAS, through a duly authorized employee, may Terminate this Contract whenever DAS makes a written determination that such Termination is in the best interests of the State. DAS 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 this Contract prior to such date.

b. Notwithstanding any provisions in this Contract, either party, through a duly authorized employee, may, after making a written determination that the other party has Breached this Contract and has failed to remedy the Breach, Terminate this Contract in accordance with the Breach Section of this Contract.

c. Notices of Termination must be sent certified in accordance with the Notice Section of this Contract. Upon receiving the Termination notice from DAS, the Contractor shall immediately modify or discontinue all Performance affected in accordance with the terms of the notice, undertake commercially reasonable efforts to mitigate any losses or damages and deliver to DAS or the Client Agency (as directed in the notice) all Records. The Records are deemed to be the property of the State and the Contractor shall deliver them to DAS or the Client Agency (as directed in the notice) no later than thirty (30) days after the Termination of this Contract or fifteen (15) days after the Contractor receives a written request from DAS 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. Except for any work which DAS 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 Client Agency shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Client Agency in accordance with Exhibit A, Deliverables Document or a SOW, as applicable, 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 Client Agency will not tender to the Contractor any payments for anticipated or lost profits. Upon request by the Client Agency, the Contractor shall assign to the Client Agency, or any replacement contractor which the Client Agency designates, all subcontracts, Purchase Orders and other commitments, deliver to the Client 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 DAS or the Client Agency (as directed in the notice) may request.

f. Upon Termination of this 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 this Contract shall survive such Termination to the extent not otherwise limited in this Contract and without each one of them having to be specifically mentioned in this Contract.

g. Termination of this Contract pursuant to this Section shall not be deemed to be a Breach of contract by DAS or the Client Agency.

25. Continued Performance

The Contractor and Contractor Parties shall continue to Perform their obligations under this Contract while any dispute concerning this Contract is being resolved.

26. Open Market Purchases

Failure of the Contractor to Perform within the time specified in this Contract, or failure to replace rejected or substandard Goods or fulfill unperformed Services when so requested and as this Contract provides or allows, constitutes a Breach of this Contract and as a remedy for such Breach, such failure shall constitute authority for DAS, if it deems it to be necessary or appropriate in its sole discretion, to Terminate this Contract and/or to purchase on the open market, Goods or Services to replace those which have been rejected, not delivered, or not Performed. The Client Agency shall invoice the Contractor for all such purchases to the extent that they exceed the costs and expenses in Exhibit B, Price Schedule and the Contractor shall pay the Client Agency's invoice immediately after receiving the invoice. If DAS does not Terminate this Contract, the Client Agency will deduct such open market purchases from this Contract's quantities. However, if the Client Agency deems it to be in the best interest of the State, the Client Agency may accept and use the Goods or Services delivered which are substandard in quality, subject to an adjustment in price to be determined by the Client Agency.

27. Setoff

The State, in its sole discretion, may setoff and withhold (1) any costs or expenses including but not limited to costs or expenses such as overtime, that the State incurs resulting from the Contractor's unexcused Breach under this Contract and under any other agreement or arrangement that the Contractor has with the State and (2) any other amounts of whatever nature that are due or may become due from the State to the Contractor, against amounts otherwise due or that may become due to the Contractor under this Contract, or under any other agreement or arrangement that the Contractor has with the State. The State's right of setoff and to withhold shall not be deemed to be the State's exclusive remedy for the Contractor's or Contractor Parties' Breach of this Contract, all of which shall survive any setoffs and withholdings by the State.

28. Cross-Default

a. If the Contractor or Contractor Parties Breach, default or in any way fail to Perform satisfactorily under this Contract, then DAS may, in its sole discretion, without more and without any action whatsoever required of the State, treat any such event as a breach, default or failure to perform under any or all other agreements or arrangements ("Other Agreements") that the Contractor or Contractor Parties have with DAS. Accordingly, DAS may then exercise at its sole option any and all of its rights or remedies provided for in this Contract or Other Agreements, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of DAS, as if the Contractor or Contractor Parties had suffered a breach, default or failure to perform under the Other Agreements.

b. If the Contractor or Contractor Parties breach, default or in any way fail to Perform satisfactorily under any or all Other Agreements with DAS or the State, then DAS may, in its sole discretion, without more and without any action whatsoever required of the State, treat any such event as a breach, default or failure to Perform under this Contract. Accordingly, the State may then exercise at its sole option any and all of its rights or remedies provided for in the Other Agreements or this Contract, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of DAS or the State, as If the Contractor or Contractor Parties had suffered a breach, default or failure to Perform under this Contract.

29. Sovereign Immunity

The parties acknowledge and agree that nothing in this 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 this Contract. To

the extent that this Section conflicts with any other Section, this Section shall govern.

30. Representations and Warranties

Contractor represents and warrants to the State for itself and, as applicable, the Contractor Parties that:

a. each is a duly and validly existing under the laws of each such entity's respective states of organization and authorized to conduct business in the State of Connecticut in the manner contemplated by this Contract. Further, as appropriate, each has taken all necessary action to authorize the execution, delivery and Performance of this Contract and have the power and authority to execute, deliver and Perform its obligations under this Contract;

b. each will comply with all applicable State and Federal laws and municipal ordinances in satisfying its obligations to the State under and pursuant to this Contract, including, but not limited to (1) Connecticut General Statutes Title 1, Chapter 10, concerning the State's Codes of Ethics; Title 4a, Chapter 51 concerning State purchasing; and (3) Title 22a, Chapter 446c, section 22a-194a concerning the use of polystyrene foam;

c. the execution, delivery and Performance of this Contract will not violate, be in conflict with, result in a Breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law; (2) any order of any court or the State; or any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;

d. each is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity;

e. as applicable, each has not, within the three years preceding the Effective Date of this Contract, in any of their current or former jobs, been convicted of, or had a civil judgment rendered against them or against any person who would Perform under this Contract, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or Performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records or property, making false statements, or receiving stolen property;

f. each is not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed above;

g. they have notified DAS in writing whether they have had any contracts with any governmental entity Terminated for cause within the three (3) years preceding the Effective Date;

h. none has employed or retained any entity or person, other than a bona fide employee working solely for them, to solicit or secure this Contract and it has not paid or agreed to pay any entity or person, other than a bona fide employee working solely for them, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Contract or any assignments made in accordance with the terms of this Contract;

i. to the best of each entity's knowledge, there are no Claims involving Contractor or Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under this Contract;

j. each shall disclose, to the best of its knowledge, to the State in writing any Claims involving it that would be required disclosure on Form 8-K of the Securities Exchange Act of 1934 no later than

ten (10) calendar days after becoming aware or after it should have become aware of any such Claims. For purposes of the Contractor's obligation to disclose any Claims to the State, the ten (10) calendar days in the Section of this Contract concerning disclosure of Contractor Parties litigation shall run consecutively with the ten (10) days provided for in this representation and warranty;

k. each entity's participation in the Solicitation process is not a conflict of interest or a breach of ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State's Code of Ethics;

l. the proposal submitted by Contractor in response to the Solicitation was not made in connection or concert with any other person, entity or proposer, including any affiliate (as defined in the Tangible Personal Property Section of this Contract) of the proposer, submitting a proposal for the same Solicitation, and is in all respects fair and without collusion or fraud;

m. each is able to Perform under this Contract using their own resources or the resources of a party who has not submitted a proposal;

n. if Contractor does not have plenary authority to make the representations and warranties in this Section, as applicable, on behalf of Contractor Parties, then Contractor shall enter into a written contract with Contractor Parties, in which contract Contractor Parties shall make all of the applicable representations and warranties in this Section;

o. each has paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut; they have a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;

p. none owes unemployment compensation contributions;

q. none is delinquent in the payment of any taxes owed, or, that they have filed a sales tax security bond, and they have, if and as applicable, filed for motor carrier road tax stickers and have paid all outstanding road taxes;

r. all of each entity's vehicles have current registrations and, unless such vehicles are no longer in service, they shall not allow any such registrations to lapse;

s. each Contractor Party has vested in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to ensure full compliance with and Performance in accordance with all of the terms of this Contract and that all appropriate parties shall also provide, no later than fifteen (15) days after receiving a request from DAS or the Client Agency, such information as DAS or the Client Agency may require to evidence, in their sole determination, compliance with this Section;

t. each either owns or has the authority to use all the Deliverables;

u. to the best knowledge of Contractor, the Deliverables do not infringe or misappropriate any patent, copyright, trade secret or other intellectual property right of a third party;

v. to the best knowledge of Contractor, the Client Agency's use of any Deliverables in a manner consistent with this Contract shall not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;

w. if any party shall procure any Deliverables, they shall sublicense such Deliverables and that the Client Agency shall be afforded the full benefits of any manufacturer or subcontractor licenses for the use of the Deliverables; and

x. each shall assign or otherwise transfer to the Client Agency or afford the Client Agency the full benefits of any manufacturer's warranty for the Deliverables, to the extent that such warranties are assignable or otherwise transferable to the Client Agency.

31. 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 this Contract, in order to give full effect to this Contract and to carry out the intent of this Contract.

32. Advertising

The Contractor shall not refer to sales to the State for advertising or promotional purposes, including, but not limited to, posting any material or data on the Internet, without DAS' prior written approval.

33. Contractor Changes

The Contractor shall notify DAS in writing no later than ten (10) days from the effective date of any change in:

a. its certificate of incorporation or other organizational document;

b. more than a controlling interest in the ownership of the Contractor; or

c. the individual(s) in charge of the Performance.

This change shall not relieve the Contractor of any responsibility for the accuracy and completeness of the Performance. DAS, after receiving written notice by the Contractor of any such change, may require such agreements, releases and other instruments evidencing, to DAS' satisfaction, that any individuals retiring or otherwise separating from the Contractor have been compensated in full or that provision has been made for compensation in full, for all work performed under terms of this Contract. The Contractor shall deliver such documents to DAS in accordance with the terms of DAS' written request. DAS may also require, and the Contractor shall deliver, a financial statement showing that solvency of the Contractor is maintained. The death of any Contractor Party, as applicable, shall not release the Contractor from the obligation to Perform under this Contract; the surviving Contractor Parties, as appropriate, must continue to Perform under this Contract until Performance is fully completed.

34. Contractor Responsibility

a. The Contractor shall be responsible for the entire Performance under this Contract regardless of whether the Contractor itself Performs. The Contractor shall be the sole point of contact concerning the management of this Contract, including Performance and payment issues. The Contractor is solely and completely responsible for adherence by the Contractor Parties to all applicable provisions of this Contract.

b. The Contractor shall exercise all reasonable care to avoid damage to the State's property or to property being made ready for the State's use, and to all property adjacent to any work site. The Contractor shall promptly report any damage, regardless of cause, to the State.

35. Security and/or Property Entrance Policies and Procedures

Contractor shall adhere to established security and/or property entrance policies and procedures for

each Client Agency. It is the responsibility of Contractor to understand and adhere to the Client Agency's policies and procedures prior to entering the Client Agency Site to Perform under this Contract.

36. Disclosure of Contractor Parties Litigation

Contractor shall require that all Contractor Parties, as appropriate, disclose in writing to Contractor, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under this Contract, no later than ten (10) calendar days after becoming aware of or after they should have become aware of any such Claims.

37. Protection of Confidential Information

a. Contractor and Contractor Parties have a duty to and shall, at their own expense, 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 the highest current industry standards and best practices, as they may be amended from time to time.

b. Contractor and all Contractor Parties shall develop, implement and maintain a comprehensive written information security policy for the protection of Confidential Information that meets or exceeds current industry standards and best practices as they may be amended from time to time. The safeguards contained in the written information security policy must meet or exceed the standards for the protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and State law and in written policy of the Client Agency or DAS 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 and an auditable electronic system of logging and tracking the viewing, accessing or both of Confidential Information;

   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 and storage media or that is being transmitted electronically.

c. Contractor and Contractor Parties shall notify DAS, the Client Agency and the Connecticut Office of the Attorney General as soon as practical, but no later than the next Business Day, 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 which, in the sole opinion of the Client Agency after consultation with the Attorney General, constitutes a breach of security as defined in Connecticut General Statutes, § 36a- 701b, or otherwise (Breach), the Contractor shall, within three (3) Business Days after the notification, present a credit monitoring and protection plan to the Commissioner of DAS, the Client Agency, and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring and 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 Breach. Neither Contractor's nor any Contractor Party's costs and expenses for the credit monitoring and protection plan shall be recoverable from DAS, the Client Agency, or any State of Connecticut entity or any affected individuals and shall be outside of any liability cap or limitation contained in this Contract.

d. 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 the provisions of this Contract concerning the obligations of the Contractor to the Client Agency or DAS.

38. Confidentiality; Non-Disclosure

The State shall exercise at least the same degree of care to safeguard any trade secrets or confidential information of Contractor as the State does its own property of a similar nature and shall take reasonable steps to ensure that neither the confidential information of Contractor nor any part of it will be disclosed for reasons other than its own business interests. Such prohibition on disclosures does not apply to disclosures by the State to its employees, agents or representatives, provided such disclosures are reasonably necessary to the State's use of the Deliverable, and provided further that the State will take all reasonable steps to ensure that the Deliverable is not disclosed by such parties in contravention of this Contract. The State's performance of the requirements of this Section shall be subject to the State of Connecticut Freedom of Information Act ("FOIA").

All Records, Client Agency Data, and any Data owned by the State in any form, in the possession of the Contractor or Contractor Parties, whether uploaded, collected, stored, held, hosted, located or utilized by Contractor and Contractor Parties directly or indirectly, must remain within the continental United States.

39. Disclosure of Records Concerning Governmental Functions

This Contract may be subject to the provisions of Section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of Sections 1-205 and 1-206 of the Connecticut General Statutes.

40. 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. Contractor shall maintain, and shall require each Contractor Party to maintain, accurate and complete Records. 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. Contractor shall 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.

e. 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 (1) final payment under this Contract, or (2) 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. 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. Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

41. 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 Client 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 shall comply with federal and State single audit standards as applicable.

42. Indemnification

a. 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 this Contract for 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 this Contract. Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this Section. 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 non-copyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.

b. Contractor shall not be responsible for indemnifying, defending or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.

c. Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of Contractor or any Contractor Parties. The State shall give Contractor reasonable notice of any such Claims.

d. Contractor's duties under this Section shall remain fully in effect and binding in accordance with the terms of this 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 or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims or both.

e. Contractor shall carry and maintain at all times during the Term of this Contract, and during the time that any provisions survive the Term of this Contract, sufficient commercial general liability insurance to satisfy its obligations under this Contract.

f. This Section shall survive the Termination of this Contract and shall not be limited by reason of any insurance coverage.

43. Forum and Choice of Law

The parties deem this 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 this 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.

44. Assignment

The Contractor shall not assign any of its rights or obligations under this Contract, voluntarily or otherwise, in any manner without the prior written consent of DAS. DAS may void any purported assignment in violation of this Section and declare the Contractor in breach of Contract. Any Termination by DAS for a breach is without prejudice to DAS' or the State's rights or possible Claims.

45. Tangible Personal Property

a. Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:

1. For the Term, Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus with the State under the provisions of Chapter 219 to be required to collect Connecticut use tax;

2. A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;

3. Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in this Contract if any, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;

4. Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and

5. Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in this Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under Chapter 219 of the Connecticut General Statutes.

b. For purposes of this Section of this Contract, the word "Affiliate" means any person, as defined in section 12-1 of the Connecticut General Statutes, that controls is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten percent of the voting securities of the other person. The term "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.

c. Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.

46. Americans with Disabilities Act

Contractor represents that it is familiar with the terms of the Americans with Disabilities Act, 42 U.S.C. §§12101 et seq, and that it is in compliance with the law. Failure of Contractor to satisfy this standard either now or during the Term as it may be amended will render this Contract voidable at the option of the State upon notice to Contractor. Contractor warrants that it will hold the State harmless from any liability that may be imposed upon the State as a result of any failure of Contractor to be in compliance with the Americans with Disabilities Act.

47. Reserved

48. 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 State'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.

49. Non-Discrimination

a. For purposes of this Section, the following terms are defined as follows:

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

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in C.G.S. § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in the immediately preceding enumerated items (1), (2), (3),or (4).

b. (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

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

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

e. The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with,

litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

f. The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

g. (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

h. The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

i. Pursuant to subsection (c) of section 4a-60 and subsection (b) of section 4a-60a of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this section and that it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such sections. The Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations under such sections, (B) signing this Contract, or (C) initialing this nondiscrimination affirmation in the following box: ☐

50. Whistleblower Provision

This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of such statute, Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty percent of the value of this Contract. Each violation shall be

a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

51. Summary of State Ethics Laws

Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes (a) the State has provided to the Contractor the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes, which summary is incorporated by reference into and made a part of this Contract as if the summary had been fully set forth in this Contract; (b) the Contractor represents that the chief executive officer or authorized signatory of the Contract and all key employees of such officer or signatory have read and understood the summary and agree to comply with the provisions of state ethics law; (c) prior to entering into a contract with any subcontractors or consultants, the Contractor shall provide the summary to all subcontractors and consultants and each such contract entered into with a subcontractor or consultant on or after July 1, 2021, shall include a representation that each subcontractor or consultant and the key employees of such subcontractor or consultant have read and understood the summary and agree to comply with the provisions of state ethics law; (d) failure to include such representations in such contracts with subcontractors or consultants shall be cause for Termination of the Contract; and (e) each contract with such contractor, subcontractor or consultant shall incorporate such summary by reference as a part of the contract terms.

52. 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 represents 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.

53. Reserved

54. Reserved

55. Reserved

56. Reserved

57. Force Majeure

a. The parties shall not be excused from their respective Contract obligations except in the case of Force Majeure Events and as otherwise provided for in this Contract.

b. If a Force Majeure Event prevents a party from complying with any obligation or satisfying any conditions under this Contract, then that failure to comply will not constitute a Breach if (A) that party uses reasonable efforts to comply; (B) that party's failure to comply is not due to its failure to (i) take reasonable measures to protect itself against Force Majeure Events or (ii) develop and maintain a reasonable contingency plan to respond to Force Majeure Events; and (C) that party complies with its obligations under subsection (c) of this Section.

c. If a Force Majeure Event occurs, then the noncomplying party shall promptly notify the other party of occurrence of that Force Majeure Event, its effect on its obligations under this Contract, and how long the noncomplying party expects the noncompliance to last. Thereafter, the noncomplying party shall update that information as reasonably necessary, or as the other party may reasonably request, whichever is more frequent. During a Force Majeure Event, the noncomplying party shall use reasonable efforts to limit damages to the other party and to resume complying with its Performance and obligations under this Contract.

d. Failure to provide written notice of any Force Majeure Event as soon as the failing party becomes aware of it, or failure by the other party to Act in response to the notice, does not excuse any delays or failures in Performance or obligations.

58. Notice

a. All notices, demands, requests, consents, approvals or other communications required or permitted to be given or which are given with respect to this Contract (for the purpose of this Section collectively called "Notices") shall be deemed to have been effected at such time as the notice is placed in the U.S. mail, first class and postage pre-paid, return receipt requested or placed with a recognized, overnight express delivery service that provides for a return receipt. All such Notices shall be in writing and shall be addressed as follows:

If to DAS:

State of Connecticut Department of Administrative Services
Procurement Division
450 Columbus Boulevard, Suite 1202
Hartford, CT 06103

Attention: Madelyne Colon

If to the Contractor:

At the address set forth on the multiple supplier contract summary on CTSource.

b. Details regarding invoices and all technical or day-to-day administrative matters pertaining to this Contract shall be directed to:

Client Agency: The individual specified in the applicable Purchase Order.

Contractor: The individual designated by Contractor in the response to the Solicitation or as the Contractor may otherwise designate in writing to the Client Agency.

59. Headings

The headings given to the Sections in this Contract are inserted only for convenience and are in no way to be construed as part of this Contract or as a limitation of the scope of the particular Section to which the heading refers.

60. Number and Gender

Whenever the context so requires, the plural or singular shall include each other and the use of any gender shall include all genders.

61. Amendments, Supremacy, Entirety of Contract

No amendment to or modification of this Contract shall be valid or binding unless made in writing, signed by the parties and, if applicable, approved by the Connecticut Attorney General. Any and all Purchase Orders, Statements of Work or other documents authorized in connection with this Contract shall be subject to the terms of this Contract. Any additional terms within any such Purchase Order, Statement of Work, or other document that contradict the terms of this Contract shall have no force or effect and shall in no way affect, change or modify any of the terms of this Contract. This Contract contains the complete and exclusive statement of the terms agreed to by the parties.

62. Severability

If any term or provision of this Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of this 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 this Contract shall be valid and enforced to the fullest extent possible by law.

63. Risk of Loss and Insurance

The State shall not be liable to Contractor for any risk of Deliverable loss or damage while Deliverables are in transit, or while in the Client Agency's possession, except when such loss or damage is due directly to the Client Agency's negligence or intentional misconduct. Nothing in this Section is intended nor shall it be construed, in any manner, as waiving or compromising the sovereign immunity of the State.

The insurance required by this Section shall be written on an occurrence basis as opposed to a "claims made" basis and shall be on such forms, and contain such endorsements and terms, as shall be acceptable to DAS.

Before commencing Performance, the Contractor shall obtain and maintain at its own cost and expense for the Term of this Contract, the insurance described below. Contractor shall assume any and all deductibles in the described insurance policies. The Contractor's insurers shall have no right of recovery or subrogation against the State and the described Contractor's insurance shall be primary coverage. Any failure to comply with the claim reporting provisions of the policy shall not affect coverage provided to the State.

a. Commercial General Liability

Throughout the Term and during the time that any provisions survive the Term, Contractor shall maintain, at Contractor's sole cost and expense, a policy or policies of commercial general liability insurance, including contractual liability coverage, in an amount not less than $1,000,000 for all damages arising out of bodily injuries to, or death of, all persons and injuries to or destruction of property, in any one accident or occurrence, and, subject to that limit per accident, a total (or aggregate) limit of $2,000,000 per occurrence for all damages arising out of bodily injuries to, or death of, all persons and injuries to or destruction of property per policy period. The Contractor shall cause the State and its officers, agents, and employees 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 DAS all in an electronic format acceptable to DAS prior to the Effective Date evidencing such coverage. The Contractor shall not begin Performance until the delivery of these 3 documents to DAS. Contractor shall provide an annual electronic update of the 3 documents to DAS on or before each anniversary of the Effective Date during the Term. The State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the State is

contributorily negligent, but only for that portion of the negligence attributable to the Contractor and not for that portion of the negligence attributable to the State.

b. Automobile Liability

$1,000,000 combined single limit per accident for bodily injury and property damage. Coverage extends to owned, hired and non-owned automobiles. If the Contractor does not own an automobile, but one is used in the execution of this Contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of this Contract, then automobile coverage is not required.

c. Workers' Compensation and Employer's Liability

Contractor shall maintain Worker's Compensation and Employer's Liability insurance in compliance with the laws of the state of Connecticut, which coverage shall include Employer's Liability coverage with minimum limits of $100,000 for each accident, $500,000 for disease, and $100,000 for each employee, per policy period.

d. Excess / Umbrella Liability

Excess/umbrella liability insurance may be included to meet minimum requirements. Umbrella coverage must indicate the existing underlying insurance coverage.

e. Reserved

f. Reserved

g. Reserved

64. DAS Approval of Subcontractors

DAS must approve any and all subcontractors utilized by the Contractor prior to any such subcontractor commencing any work. Contractor acknowledges that any work provided under this Contract to any State entity is work conducted on behalf of the State and that the Commissioner of DAS or his/her designee may communicate directly with any subcontractor as the State deems to be necessary or appropriate. Contractor must be responsible for all payment of fees charged by the subcontractor(s). A performance evaluation of any subcontractor must be provided promptly by the Contractor to DAS upon request. Contractor must provide the majority of the work associated with this Contract. It is understood that there may be times where conflicts due to scheduling may arise, which would lend the Contractor to utilize subcontractors to meet the Client Agency's needs. When this occurs, Contractor must alert DAS for approval of desired subcontractor before work is started.

65. Iran Energy Investment Certification

a. Pursuant to Conn. Gen. Stat. § 4-252a, the Contractor certifies that it has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date.
b. If the Contractor makes a good faith effort to determine whether it has made an investment described in subsection (a) of this Section then the Contractor shall not be deemed to be in breach of the Contract or in violation of this Section. A "good faith effort" for purposes of this subsection includes a determination that the Contractor is not on the list of persons who

engage in certain investment activities in Iran created by the Department of General Services of the state of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the State or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the Contract.

66. Large State Contract Representation for Contractor

Pursuant to Conn. Gen. Stat. § 4-252 and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the Contractor, for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal, represents:

(1) That no gifts were made by (A) the Contractor, (B) any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating State contracts, or (C) any agent of the Contractor or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating State contracts, to (i) any public official or State employee of the State agency or quasi- public agency soliciting bids or proposals for State contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for State contracts or the negotiation or award of State contracts, or (ii) any public official or State employee of any other State agency, who has supervisory or appointing authority over such State agency or quasi-public agency;

(2) That no such principals and key personnel of the Contractor, or agent of the Contractor or of such principals and key personnel, knows of any action by the Contractor to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or State employee; and

(3) That the Contractor is submitting bids or proposals without fraud or collusion with any person.

67. Large State Contract Representation for Official or Employee of State Agency

Pursuant to Conn. Gen. Stat. § 4-252 and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the State official or employee represents that the selection of the person, firm or corporation was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

68. Reserved

69. Reserved

70. Consulting Agreements Representation

Pursuant to Conn. Gen. Stat. § 4a-81, the person signing this Contract on behalf of the Contractor represents, to their best knowledge and belief and subject to the penalty of false statement as provided in Conn. Gen. Stat. § 53a-157b, that the Contractor has not entered into any consulting agreements in connection with this Contract, except for the agreements listed below. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of Conn. Gen. Stat. §4a-81.

Consultant's Name and Title _____ Name of Firm (if applicable) _____

Start Date _____ End Date _____ Cost _____

The basic terms of the consulting agreement are:

_____

_____

_____

Description of services provided:

_____

_____

_____

Is the consultant a former State employee or former public official? YES NO

If YES: _____ Name of Former State Agency _____ Termination Date of Employment

The parties are executing this Contract on the date below their respective signatures.

(Contractors identified on contract award page)

BY: Electronic signature via CTSource

Name:

Title:
Duly Authorized

Date:

STATE OF CONNECTICUT
Department of Administrative Services

BY: Electronic signature via CTSource

Name: Michelle Gilman

Title: Department of Administrative Services Commissioner
Duly Authorized

Date:

CONTRACT #:23PSX0243
EXHIBIT A
DESCRIPTION OF DELIVERABLES

1. Description of Services

Contractor(s) shall Perform trade work ("Project Work") including but not limited to maintenance work, repair work, and emergency work as requested by the Client Agency. All Project Work will include labor, equipment, and materials necessary to complete each category of work as described below. Contractor(s) shall provide Services in accordance with the state, federal, and local regulations as specified of in this Contract.

2. Project Work

When Project Work exceeds twenty-five thousand dollars ($25,000.00) the Client Agency shall establish a statement of work in the form of Exhibit A - Attachment 1 "Statement of Work" (SOW) and shall seek a minimum of three (3) quotes. Client Agency shall provide the same SOW to the Contractor(s) in writing and must include a return date for Contractor's response. In the event, the Client Agency only receives one response within the designated time frame, the Client Agency shall document their good faith effort and may issue a Purchase Order to the single respondent. Any changes to a project must be documented on Exhibit A - Attachment 2 (Project Change Order/Addendum).

When Project Work exceeds one hundred thousand dollars ($100,000.00), Client Agencies shall use the 1107 Form for Department of Administrative Services("DAS") Division of Construction Services ("DCS") approval and must include Prevailing Wage requirements in accordance with Connecticut General Statute ("C.G.S.") Sec. 31-53 see Exhibit A-Attachment 3, and the Performance Bond requirements (C.G.S.) Sec 49-41 as referenced in Exhibit A section seventeen (17) Bonding and Services Requirements.

Client Agency may utilize a general contractor from this Contract to create a SOW for the Services needed for Project Work.

In the event the Client Agency utilizes a General Contractor to create a SOW for the Services needed for the Project Work the Client Agency shall pay the General Contractor in accordance with the Exhibit B Price Schedule.

3. Emergency work

Emergency work under this Contract is to be utilized for a single emergency. Client Agency understands to be declared an emergency, the condition must adversely affect either public safety or the proper conduct of essential government operations or both.

For all emergency work, the Client Agency must select one (1) Contractor to Perform the Services.

Contractor(s) shall be accessible to the Client Agency twenty-four (24) hour per day three hundred sixty-five (365) days per year for emergency work. Contractor(s) shall arrive at the Client Agency location within two (2) hours after the Client Agency's telephone call requesting emergency work.

If Contractor(s) fails to report to the designated site(s) within two (2) hours, the Client Agency may contact another Contractor(s) to Perform the Service. Client Agency shall cancel the notification and Contractor(s) shall not be compensated for such cancellation.

Contractor(s) shall be paid for emergency work at out of State locations at the rates listed in Exhibit B Price Schedule for the neighboring Connecticut County.

4. Union Agreements
Contractor(s) shall ensure that no part of their Performance of Services violates any established union contracts that the State has with its State employees and its unions.

5. Licenses
Contractor(s) shall have all required licenses to Perform the Services in the State. Any Service Performed outside the State shall be Performed by a Contractor(s) who retains the necessary licenses for the state which the Service is to be Performed. Contractor(s) shall immediately notify the Client Agency by written notice in the event any license expires or is revoked at any time during the term of this Contract. Contractor(s)'s employees shall carry their licenses and photo identification at all times with them when Performing any Services which clearly identifies them as properly licensed or otherwise qualified employees or Subcontractor(s)s of the Contractor(s). Contractor(s) shall provide copies of each employee's license to the Client Agency upon request.

6. Site Visit
Contractor(s), upon receipt of a SOW, shall conduct a site visit of the job site at the Client Agency location. Contractor(s) shall take their own field measurements to determine the accuracy of all information in the SOW. Client Agency shall not supply, or be responsible for, the accuracy of any measurements required to Perform the Services. Contractor(s) shall be accompanied by the Client Agency authorized representative during all site visits.

7. Safety and Standards:

7.1. Contractor(s) shall ensure that all equipment and its Performance of the Services comply with Occupational Safety and Health Administration ("OSHA") regulations, and any other applicable Federal and State laws and regulations, and safety standards and codes in force during the term of this Contract. All required guards, warnings, warning labels and any other safety equipment must be used and maintained during the Performance of the Services.

7.2. Contractor(s) shall assign one (1) individual to the project that has the proper OSHA training. Connecticut General Statues requires all workers on projects over one hundred thousand dollars ($100,000.00) have OSHA10 certification.

7.3. Contractor(s) shall have and maintain a safety plan in place during the Term of this Contract. Contractor(s) shall provide the Client Agency a copy of its safety plan upon request. Contractor(s) shall provide the Client Agency, upon request, a specific safety plan based on the Client Agency project requirements.

7.4. Contractor(s) shall inform the Client Agency and DAS Procurement Services Division of any State or Federal Department of Labor OSHA violations during the

term of this Contract. Contractor(s) shall provide notices of all violations within twenty-four (24) hours from the violation.

8. Work Site Conditions

Contractor(s) shall complete all aspects of the Service in a safe manner. Contractor(s) shall, at its sole expense, immediately correct any dangerous condition caused by or as a result of the Contractor(s)'s or Contractor(s)'s employees, officers, agents and Subcontractor(s)s' actions. Contractor(s) shall immediately notify the Client Agency's authorized representative when any perceived dangerous condition exists.

Contractor(s) shall clean, and broom sweep the work site at the end of each workday. Contractor(s) shall remove all debris from the work site on a daily basis and shall keep existing walkways, driveways, parking areas and storage areas free of debris and otherwise clean at all times. Contractor(s) shall not store any hazardous materials and combustible waste at the work site. Contractor(s) shall utilize a General Laborer or an Apprentice to maintain the conditions of the work site.

Contractor(s) shall not utilize the Client Agency dumpsters.

Contractor(s) shall not have assigned parking spaces, unless otherwise arranged with the Client Agency. All parking costs incurred by the Contractor(s) are the responsibility of the Contractor(s).

9. Equipment and Supplies

Client Agency shall not compensate the Contractor(s) for including but not limited to, trade related equipment, hand tools, blades, power tools, rags and other supplies that are supplied with the labor to complete Service. Contractor(s)'s equipment utilized to Perform the Service is included in the quote provided to the Client Agency for Project Work.

Contractor(s) shall not use any special equipment required to Perform the Services without the prior written approval of the Client Agency. Special equipment means equipment not customarily used to Perform the Services. Contractor(s) shall be compensated as follows for use of approved special equipment:

9.1. Client Agency shall compensate the Contractor(s) for rented special equipment used directly for the Service by the Contractor(s) or Subcontractor(s) at the rental invoice cost to the Contractor(s) with no markup.

9.2. Client Agency shall compensate the Contractor(s) for any special transportation costs to transport owned special equipment used directly for the Service by the Contractor(s) or Subcontractor(s) at the Contractor(s)'s standard rate listed in Exhibit B Price Schedule or at the invoice cost to the Contractor(s) with no markup.

10. Storage of Materials, Tools and Equipment

Contractor(s) shall store all materials, tools and equipment only in areas designated approved by the Client Agency. Contractor(s) shall keep storage areas clean and clear of hazardous materials and combustible waste. All materials stored outside of the Client

Agency facility shall be stored off the ground on adequate supports and protected with secure tarpaulins, at the Contractor(s)'s sole cost.

Contractor(s) shall provide adequate facilities for the storage of waste materials, rubbish, debris and surplus materials and equipment which the Contractor(s) shall remove from the work site location when the Service is completed.

Contractor(s) shall not leave any materials, tools or equipment unattended. The safety and security of the Contractor(s)'s materials, tools and equipment are the sole responsibility of the Contractor(s).

Contractor(s) shall be responsible for the protection and security of any material not fully installed and accepted by the Client Agency. The risk of loss, and the sole responsibility, for all Contractor(s)'s materials, tools and equipment are that of the Contractor(s) and not the Client Agency. Contractor(s) shall remove all materials, tools and equipment, within ten (10) days after the termination or expiration of this Contract. If Contractor(s) fails to remove any materials, tools and equipment, the title to such materials, tools and equipment shall automatically pass to the Client Agency.

11. Parts and Materials Inventory

11.1. All parts and materials must be provided in accordance with the American Society for Testing and Materials ("ASTM"), the American National Standards Institute ("ANSI") and the State of Connecticut's Building and Fire Codes. The ASTMA website link is as follows, as it may be modified from time to time: https://www.astm.org. The ANSI website link is as follows, as it may be modified from time to time: https://www.ansi.org. The State of Connecticut's Building and Fire Codes website link is as follows, as it may be modified from time to time: https://portal.ct.gov/Services/Working-with-the-State/Code-Requirements.

11.2. Contractor(s) shall have adequate inventory of standard parts and materials on hand to meet minor repairs. Client Agencies may, in their sole discretion, furnish certain materials required for the Services. Contractor(s) shall not markup parts and materials purchased. Client Agency shall pay for parts and materials purchased by a Subcontractor(s) at the Subcontractor(s)'s invoiced amount with no markup.

11.3. Contractor(s) shall not charge for shipping of parts or materials provided. With prior written approval from the Client Agency the Contractor(s) may charge shipping for extraordinary shipping charges.

11.4. Client Agency shall pay for any requested overnight or special shipping requirements.

12. Contractor(s) Relationship

Contractor(s) shall classify their work forces under the Internal Revenue Service guidelines for determining employee/independent Contractor(s) relationships.

13. Warranty – Workmanship and Material

Contractor(s) shall warranty all Services against defects and workmanship including all materials and labor for a period of one (1) year from the acceptance date of Service provided (the "Warranty Period"). The warranty must include the full cost of parts, materials, labor, packaging, handling, shipping and other costs incurred to repair the defective Services, at no charge to the Client Agency.

Contractor(s) shall replace and repair any defective materials and parts during the Warranty Period. If any part installed under this Contract fails or does not function properly due to any fault in material or workmanship, Contractor(s) shall, upon notice from the Client Agency, proceed to repair or replace the faulty item within twenty-four (24) hours at no charge to the Client Agency. Contractor(s) shall be responsible for all aspects of warranty administration and shall ensure that Services are Performed according to warranty procedures.

14. Temporary Utilities
Client Agency shall provide, at its sole discretion, the use of utilities at the worksite, if available. Contractor(s) shall furnish, including but not limited to, all connections, extensions cords and hoses as required at the Contractor(s)'s own expense. Contractor(s) shall provide all utilities required to complete the Services if they are not available by the Client Agency, at no cost to the Client Agency.

15. Normal Hours of Work
Normal work hours for scheduled Service shall be between the hours of 6:00 a.m. and 8:00 p.m., Monday through Friday, excluding Federal and State recognized holidays, unless alternate hours are agreed upon by the Client Agency and the Contractor(s) in writing. If Services are Performed after 8:00 p.m. Monday through Friday or during weekends and holidays, Contractor(s) shall be compensated for such work with the overtime rate listed on Exhibit B Price Schedule. Any Services Performed outside the normal hours of work must be authorized in writing by the Client Agency prior to the commencement of such work.

16. Modifications/Changes to SOWs/Proposals
Contractor(s) shall Perform only to the express extent authorized in the Client Agency's issued Purchase Order, SOW and Project Addendum. If during the course of Performing the Service, the Contractor(s) determine that a modification to the Service is required, then Contractor(s) shall notify the Client Agency with its recommendation in writing, including a cost estimate for the modification. Contractor(s) shall not begin any such modification unless the Client Agency, in its sole discretion, consents in writing to the Service modification. Client Agency shall issue the Contractor(s) a new or revised Purchase Order and SOW with a Project Addendum. Upon completion of Service, if the actual cost is lower than the Contractor(s)'s original quote for the Service, then the Client Agency shall pay the Contractor(s)'s lower cost.

17. Bonding and Service Requirements
Client Agencies may require the Contractor(s) to purchase a payment bond for labor and materials and a Performance bond in the event a project is estimated at or above one hundred thousand dollars ($100,000.00). Contractor(s) may either provide a payment bond in the amount of one hundred percent (100%) of each Purchase Order or any amount as determined by the Client Agency. Contractor(s) shall provide the payment and Performance

bonds to the Client Agency prior to commencement of the Services. Client Agency shall release the payment and Performance bonds after successful completion of the Service, as determined by the Client Agency.

18. Requirements for the Connecticut Airport Authority, Bradley International Airport
Contractor(s) shall adhere to the established requirements for the Connecticut Airport Authority set forth in Exhibit A - Attachment 4 Badging Requirements for the Connecticut Airport Authority, Bradley International Airport and Exhibit A - Attachment 5 Bradley International Airport Authorized Supervisor's Acknowledgement and Acceptance of Duties.

19. Department of Correction Requirements for Contractor(s)s who Perform at a Correctional Facility
Contractor(s) shall adhere to the established requirements set forth in Exhibit A - Attachment 6 Department of Correction Requirements for Contractor(s)s who Perform at a Correctional Facility.

20. Progress Payments / Schedule of Values
On projects with a duration longer than one (1) month, or with materials exceeding twenty-five thousand dollars ($25,000.00), Client Agency may agree in writing and make part of the SOW, a schedule to make progress payments during execution of the Services ("Progress Payments"). The Progress Payments will be based on a predetermined percent complete of each portion of the project and stated in the SOW, approved in writing by the Client Agency.

21. Travel Time Allowance for emergency work Only
Travel time allowance for emergency work must be paid based on the distance from the Contractor(s)'s official place of business to the Client Agency location. The distance must be determined by Client Agency using MapQuest.

Compensated travel time allowances are as follows:
0 to 20 miles – ½ hour
20.1 to 40 miles – 1 hour
Greater than 40 miles – 1½ hours

Compensated travel time allowances must be paid at the hourly rate specified in Exhibit B Price Schedule. Travel time allowance will not be paid for the return trip back to the Contractor(s)'s place of business.

Travel time will not be allowed for Project Work.

22. Services
Services shall include the following trades, licenses and registration requirements for these Services can be found on the following link Connecticut Department of Consumer Protection ("DCP")

22.1. Commercial Air Conditioning and Ventilation Systems:
22.1.1. Lead AC and Ventilation System Inspector:
License Requirement: Current D-1 or S-1 license issued by DCP

Duties: Perform internal and external inspections of air conditioning and ventilation systems; writes reports and recommends service. May repair, replace, maintain, or alter systems to ensure proper working condition.

22.1.2. AC and Ventilation System Inspector:
License Requirement: Current D-2 or S-2 license issued by DCP.

Duties: Perform internal and external inspections of air conditioning and ventilation systems; writes reports and recommends service. May repair, replace, maintain or alter systems to ensure proper working condition. The AC and Ventilation System Inspector works under the Lead AC and Ventilation System Inspector.

22.2. Commercial HVAC Control Systems:

22.2.1. Lead HVAC Inspector:
License Requirement: Depending on work to be Performed, can hold one or a combination of any of the following licenses: S-1; S-3; S-7; D-1 issued by DCP.

Duties: Performs inspections of Heating and Air Conditioning Systems; writes reports and recommends service. May repair, replace, maintain or alter systems to ensure proper working condition.

22.2.2. HVAC Inspector, Journeyperson:
License Requirement: Depending on work to be Performed, can hold one or a combination of any of the following licenses: S-2; S-4; S-8; D-2 issued by DCP.

Duties: Performs inspections of Heating and Air Conditioning Systems; writes reports and recommends service. May repair, replace, maintain or alter systems to ensure proper working condition. Works in the employ of the Lead HVAC Inspector.

22.3. Residential Air Conditioning and Ventilation Systems:

22.3.1. Lead AC and Ventilation System Inspector:
License Requirement: Current D-1 or S-1 license issued by DCP.

Duties: Perform internal and external inspections of air conditioning and ventilation systems; writes reports and recommends service. May repair, replace, maintain, or alter systems to ensure proper working condition.

22.3.2. AC and Ventilation System Inspector:
License Requirement: Current D-2 or S-2 license issued by DCP.

Duties: Perform internal and external inspections of air conditioning and ventilation systems; writes reports and recommends service. May repair, replace, maintain, or alter systems to ensure proper working condition. The AC and Ventilation System Inspector works under the Lead AC and Ventilation System Inspector.

22.4. Residential HVAC Control Systems:

22.4.1. Lead HVAC Inspector:

License Requirement: Depending on work to be Performed, can hold one or a combination of any of the following licenses: S-1; S-3; S-7; D-1 issued by DCP.

Duties: Performs inspections of Heating and Air Conditioning Systems; writes reports and recommends service. May repair, replace, maintain, or alter systems to ensure proper working condition. Solar work is excluded.

22.4.2. HVAC Inspector, Journeyperson:
License Requirement: Depending on work to be Performed, can hold one or a combination of any of the following licenses: S-2; S-4; S-8; D-2 issued by DCP.

Duties: Performs inspections of Heating and Air Conditioning Systems; writes reports and recommends service. May repair, replace, maintain, or alter systems to ensure proper working condition. Works in the employ of the Lead HVAC Inspector.

22.5. Boiler and Burner Services / Furnace Services:

22.5.1. Lead Boiler Inspector:
License Requirement: Current S-1 license, or S-3 Contractor(s) license issued by DCP.

Duties : Performs internal and external inspections of boilers; witnesses hydrostatic tests on boilers; examines piping systems; inspects for presence of cracked, burned or bagged tubes; examines boiler accessories; inspects repairs and replacement of steam boilers; consults with boiler repairers and approves type of repairs to be made; writes reports and recommends abatements. May install, repair, replace, maintain or alter any apparatus for piping, appliances, devices or accessories for heating systems, excluding sheet metal and solar work.

22.5.2. Boiler Inspector, Journeyperson:
License Requirement: Current S-2 or S-4 Journeyperson license issued by DCP.

Duties: Works under the general supervision of Lead Boiler Inspector.

22.6. Heating & Air Conditioning:

Duties: Installing, servicing and repairing of gas or oil burners for domestic and light commercial installations. Installation, repair, replacement, maintenance or alteration of any warm air, air conditioning and refrigeration system, including necessary piping for the conveyance of heating or cooling media and associated pumping equipment. Installation, repair, replacement, maintenance or alteration of all refrigeration systems included in food storage, air conditioning, or special process systems. Installation, repair, replacement, alteration, and maintenance of gas piping systems and approved gas appliances, gas utilization equipment and accessories for use with LP gas supplied by gas containers and/or natural gas. Installation, repair, replacement, maintenance or alteration of any apparatus of piping, appliances, devices or accessories for heating systems, boilers, including apparatus and piping for the generation or conveyance of steam and associated pumping equipment and oil burner installation and servicing, installation of hot, chilled and condenser water, as well as steam piping in air conditioning systems.

CONTRACT #:23PSX0243
EXHIBIT A
DESCRIPTION OF DELIVERABLES

License Requirement: Issued by DCP;
B-1 Limited Gas and Oil Burner Contractor(s)
The holder of this license may Perform only work of installing, servicing and repairing of gas or oil burners for domestic and light commercial installations. A domestic or light commercial burner shall be considered as one consuming five gallons or less per hour.

B-2 Limited Gas and Oil Burner Journeyperson
The holder of this license may Perform only work of installing, servicing and repairing of gas or oil for domestic and light commercial installations as so defined above and only while in the employ of a Contractor(s) licensed for such work

B-3 Limited Gas and Oil Burner Contractor(s)
The holder of this license may Perform the installing, servicing and repairing of any gas or oil-fired burners.

B-4 Limited Gas and Oil Burner Journeyperson
The holder of this license may Perform the installing, servicing and repairing of any gas or oil-fired burner and only while in the employ of a Contractor(s) licensed for such work.

D-1 Limited Warm Air, Air Conditioning and Refrigeration Contractor(s)
The holder of this license may Perform the installation, repair, replacement, maintenance or alteration of any warm air, air conditioning and refrigeration system, including necessary piping for the conveyance of heating or cooling media and associated pumping equipment.

D-2 Limited Warm Air, Air Conditioning and Refrigeration Journeyperson
The holder of this license may Perform the installation, repair, replacement, maintenance or alteration of any warm air, air conditioning and refrigeration system, including necessary piping for the conveyance of heating or cooling media and associated pumping equipment, and only while in the employ of a Contractor(s) licensed for such work.

D-3 Limited Cooling Contractor(s) License
The holder of this license may Perform the installation, repair, replacement, maintenance or alteration of all refrigeration systems included in food storage, air conditioning, or special process systems.

D-4 Limited Cooling Journeyperson License
The holder of this license may Perform the installation, repair, replacement, maintenance or alteration of all refrigeration systems included in food storage, air conditioning, or special process systems, and only while in the employ of a Contractor(s) licensed for such work.

G-1 Limited Heating, Piping, and Cooling Contractor(s)

CONTRACT #:23PSX0243
EXHIBIT A
DESCRIPTION OF DELIVERABLES

The holder of this license may Perform the installation, repair, replacement, alteration, and maintenance of gas piping systems and approved gas appliances, gas utilization equipment and accessories for use with LP gas supplied by gas containers and/or natural gas.

G-2 Limited Heating, Piping, and Cooling Journeyperson
The holder of this license may Perform the installation, repair, replacement, alteration, and maintenance of gas piping systems and approved gas appliances, gas utilization equipment and accessories for use with LP gas supplied by gas containers and/or natural gas, and only while in the employ of a Contractor(s) licensed for such work.

S-1 Unlimited Heating, Piping, and Cooling Contractor(s)
The holder of this license may do all heating, piping and cooling work as defined in section 20-330 of the Connecticut General Statutes.

S-2 Unlimited Heating, Piping, and Cooling Journeyperson
The holder of this license may do all heating, piping and cooling work as so defined only while in the employ of a licensed Contractor(s).

S-3 Limited Heating, Cooling and Piping Contractor(s)
The holder of this license may Perform the installation, repair, replacement, maintenance or alteration of any apparatus of piping, appliances, devices or accessories for heating systems, boilers, including apparatus and piping for the generation or conveyance of steam and associated pumping equipment and oil burner installation and servicing (excluding sheet metal work, air conditioning and refrigeration systems). This license also covers the installation of hot, chilled and condenser water, as well as steam piping in air conditioning systems.

S-4 Limited Heating, Cooling, and Piping (Journeyperson)
The holder of this license may Perform the installation, repair, replacement, maintenance or alteration of any apparatus for piping, appliances, devices or accessories for heating systems, boilers, including apparatus and piping for the generation or conveyance of steam and associated pumping equipment and oil burner installation and servicing (excluding sheet metal work, air conditioning and refrigeration systems) and only while ill the employ of a Contractor(s) licensed for such work. This license also covers the installation of hot, chilled and condenser water, as well as steam piping-in air conditioning systems.

S-7 Limited Contractor(s)
The holder of this license may Perform only work limited to hot water or steam heating systems for buildings not over three stories high with a total heating load not exceeding 500,000 BTU's and steam pressure not exceeding fifteen pounds. This license also covers the servicing and installation of oil burners handling up to five (5) gallons per hour, as well as gas burners and gas piping for the work covered by this license.

S-8 Limited Journeyperson

The holder of this license may Perform only work limited to hot water or steam heating systems for buildings not over three stories high with a total heating load not exceeding 500,000 BTU's and steam pressure not exceeding fifteen pounds and only while in the employ of a Contractor(s) licensed for such work. Also covered by this license is the servicing and installation of oil burners handling up to five (5) gallons per hour, as well as gas burners and gas piping for work covered by this license.

S-9 Limited Heating Cooling Contractor(s)
The holder of this license may Perform only work limited to hot water or steam heating systems for buildings not over three stories high with total heating load not exceeding five hundred thousand (500,000) BTU's, steam pressure not exceeding fifteen (15) pounds, and/or cooling installations up to thirty-five (35) tons per systems. This license also covers the installation or servicing of oil burners handling up to five gallons per hour as well as LP gas supplied by gas containers and/or natural gas piping for work covered by this limited license.

S-10 Limited Heating Cooling Journeyperson
The holder of this license may Perform work only while in the employ of a licensed Contractor(s) and only limited to hot water or steam heating systems for buildings not over three stories high with total heating load not exceeding five hundred thousand (500,000) BTU's, steam pressure not exceeding fifteen (15) pounds, and/or cooling installations up to thirty-five (35) tons per systems. This license also covers the installation or servicing of oil burners handling up to five gallons per hour as well as LP gas supplied by gas containers and/or natural gas piping for work covered by this limited license.

22.7. Carpenters:

22.7.1. Carpenter, Working Supervisor
License or Registrations Requirements: As required by DCP

Duties: Supervises and coordinates activities of workers engaged in the construction, installation, and repair of structures and fixtures. Layout and install metal studs, hang tape sheetrock, install grid work and ceiling tiles. Read blueprints. Lays out floor plan and cabinetwork, using rule, square, and calipers. Selects materials and structural units including lumber, prefabricated doors, cabinets and paneling, and inspects to insure conformance with provisions of building code and local ordinance. Determines sequence of activities concerned with fixture assembly, and erection of structure. Assigns workers to such tasks as cutting materials to size, building concrete forms, erecting wood framework, and laying flooring, surface sanding and application of surface sealant. Inspects work Performed by Subcontractor(s)s, including ductwork, wiring, and pipe installation to insure conformance with specifications. Supervise workers engaged in building structures such as cofferdams, trestles, and supports for concrete forms. Prepares cost estimates.

Constructs, erects, installs and repairs structures and fixtures of wood, plywood and wallboard. Installs, assembles, dismantles, moves industrial machinery. Drives piling

into ground to provide foundations for structures such as buildings and bridges, retaining walls for earth embankments, such as cofferdams. Fastens wooden, metal or rock board lath to walls, ceilings and partitions of buildings, acoustical tile layer, and concrete form builder. Applies fire stopping materials on fire resistive joint systems only. Installation of curtain/window walls only where attached to wood or metal studs. Installation of insulated material of all types whether blown, nailed or attached in other ways to walls, ceilings and floors of buildings. Assembly and installation of modular furniture/furniture systems. Free-standing furniture is not covered. This includes free standing: student chairs, study top desks, book box desks, computer furniture, dictionary stand, atlas stand, wood shelving, two-position information access station, file cabinets, storage cabinets, tables, etc.

22.7.2. Construction Carpenter
License or Registrations Requirements: As required by DCP.

Duties: Study specifications in blueprints, sketches or building plans to prepare project layout and determine dimensions and materials required. Build or repair cabinets, doors, frameworks, floors, and other wooden fixtures used in buildings, using woodworking machines, carpenter's hand tools, and power tools. Install structures and fixtures, such as windows, frames, floorings, and trim, or hardware, using carpenter's hand and power tools. Select and order lumber and other required materials. Maintain records, document actions and present written progress reports. Finish surfaces of woodwork or wallboard in houses and buildings, using paint, hand tools, and paneling. Prepare cost estimates for clients or employers.

22.7.3. Carpenter, Common Laborer
License or Registrations Requirements: As required by DCP.

Duties: Performs any combination of duties on construction projects, usually working in utility capacity, by transferring from one task to another where demands require worker with varied experience and ability to work without close supervision.

22.7.4. Carpenter, Rough & Finish
License or Registrations Requirements: As required by DCP.

Duties: Constructs, erects, installs, and repairs structures and fixtures using carpenter's hand tools and power tools, and conforming to local building codes: studies blueprints, sketches, or building plans for information pertaining to type of materials required, and dimensions of structures and fixtures to be fabricated. Selects specified type of materials. Prepares layout, using rules, framing square, and calipers. Marks cutting assembly lines on materials, using pencil, chalk, and marking gauges. Shapes materials to prescribed measurements, using saws, chisels, and planes. Assembles cut and shaped materials and fastens them together with nails, dowel, pins or glue. Verifies trueness of structure using plumb bob and carpenter's level. Erects framework for structures and lays subflooring. Builds stirs and lays out and installs partitions and cabinet work. Covers subfloor with building paper to keep out moisture and lays hardwood, parquet, and wood-strip-block floors by nailing to subfloor or cementing them to mastic or asphalt base. Applies shock-

absorbing, sound-deadening and decorative paneling to ceilings and walls. Fits and installs prefabricated window frames; doors, door weather stripping, interior and exterior trim and finish hardware including locks, letter drops and kick plates. Constructs forms and chutes for pouring concrete. Erects scaffolding and ladders for assembling structures above ground level. Layout and installation of metal studs, and tape sheetrock, install ceiling grid work and ceiling tiles.

22.8. General Laborer:

License or Registrations Requirements: As required by DCP.

Duties: Cleaning and preparing a job site including sweeping, wash down, mopping, wiping of the construction facility and its furniture, washing, polishing, and dusting. Loading and delivering materials and using a variety of tools and machines such as blowtorches, forklifts, levels, lifts, power drills, grinders, saws, pressure washers, and water spraying equipment. Set up and take down ladders, scaffolding, and other temporary structures. Work with carpenters, masons, and other specialized Contractor(s).

22.9. Restoration Services:

License or Registrations Requirements: As required by DCP.

Certifications: Contractor(s) shall be certified and a member of the Institute of Inspection, Cleaning and Restoration Certification (IICRC) and Indoor Air Quality Association (IAQA).

Duties:

Fire and Smoke Damage:

Treating for odor and contamination, removing or restoring the HVAC system, ensuring no harmful particles will spread throughout the air and cause future health problems at the Client Agency property.

Flooding and Water Damage:

Thoroughly clean any sewage backup, odor removal, sump pump cleanup, clean and dry upholstery, carpets, rugs and cushions, including loose items from tabletops, floor, and walls.

Thoroughly dry the flooded area and clean area to avoid as much extensive damage as possible and control the spread of contaminants. Dehumidify and ventilate, Prevent possible mold growth and/or secondary water damage. Ensure mold is not an issue for indoor air quality

22.10. Duct Cleaning Services:

License or Registrations Requirements: As required by DCP.

Contractor(s)s shall be regular members of the National Air Duct Cleaners Association ("NADCA"). Each individual employee of the Contractor(s) who Performs any work under the contract shall be certified as an Air System Cleaning Specialist ("ASCS") through the NADCA.

Duties: Clean ductwork internally, unit-by-unit of dust and debris. Ensure that heat exchanger is clean. Ensure that both sides of the cooling coil are clean. Adjust coil fins to be straight and evenly spaced. Ensure that the coil pan is completely clean and draining properly. Attach access doors to the duct system with screws, rivets or mastic adhesive, (duct tape is not allowed) to ensure that all access doors and covers are tight and leak-free. Ensure that the air plenum is free of dust and debris; ensure that filters fit properly and are at the efficiency; ensure that the air plenum (directly downstream of the air handling unit) is free of moisture stains and contaminants. Ensure that the fan blades are clean and free of oil and debris; ensure that the fan compartment is free of visible dust or debris. Ensure that fiberglass material is in good condition and is free of tears and abrasions and is well adhered to underlying materials. Ensure that the air vents have been firmly re-attached to one or more of the walls, floors and ceilings, as appropriate. Clean external surfaces of foreign substances which might cause corrosive deterioration of metal or, where ductwork is to be painted, might interfere with painting or cause paint deterioration. Adjust volume control devices, as required by balancing and testing procedures to achieve required air flow. Repair any marred or scratched surfaces with manufacturer's touch-up paint. Ensure that the system is functioning properly after cleaning. Ensure that the operating system is free of any new or unusual noises.

Kitchen Grease Exhaust Systems (KGE systems) may require power washing and hand cleaning of some units to clean down to bare metal. This power washing and hand cleaning of the entire KGE System includes cleaning over stoves and grills, ductwork and fans;

Contractor(s) shall Perform all work in compliance with the National Fire Protection Association ("NFPA") and Standard Industrial Classification ("SIC") codes.

22.11. Glaziers:

License Requirement, Issued by DCP:
FG-1 – (Unlimited Contractor(s)'s license for Flat Glass Work)
The holder of this license may Perform the installation, maintenance, or repair of glass in residential or commercial structures. Glazing wood and metal sash, doors, partitions, and 2 story aluminum storefronts. Installs glass windows, skylights, store fronts and display cases or surfaces such as building fronts, interior walls, ceilings and table tops and metal store fronts.

Required by principal owner.

FG-2 – (Unlimited Journeyperson's License for Flat Glass Work)
The holder of this license may Perform the installation, maintenance, or repair of glass in residential or commercial structures only while in the employ of a Contractor(s) licensed for such.

Duties: Follow blueprints and specifications, remove any old or broken glass before installing replacement glass, cut glass to the specified size and shape, using

measuring tape, plumb lines, and levels to ensure proper fitting installation. Make or install sashes and moldings for glass installation, fasten glass into sashes or frames with clips, moldings, or other types of fasteners, add weather seal or putty around pane edges to seal joints.

Install or replace windows, mirrors, shower doors, and bathtub enclosures. Fit glass for tabletops and display cases. Install items such as room dividers and security windows.

22.12. Insulation Installer:

License or Registrations Requirements: As required by DCP.

Duties: Installing blown-in insulation, batted rolled insulation, foam insulation and insulation. Install insulation for soundproofing, fire stopping systems, insulate pipes, sprinkler pipes, plumbing pipes, heating pipes HVAC ducts, ceilings.

22.13. Locksmith Services:

License or Registrations Requirements: As required by DCP and as set forth in Chapter 400p Chapter 400p - Locksmiths (ct.gov)

Duties: Work from blueprints, plans, drawings and specifications, installing, repair, rebuild and maintain manual, mechanical, electrical locking devices and automated locks, locking systems and security devices. Including low voltage computerized access control systems; and door openers, closers and hardware, automatic door openers, door closing units, and control gates. Maintain, repair and adjust all types of locks and their components for buildings, rooms, furniture, padlocks, and safe locks. Repairs or replace worn tumblers, springs, and other parts. Inserts new or repaired tumblers to change combination. Cuts new or duplicate keys, inspect completed work for conformance with specifications, requirements and compliance with applicable building and safety codes and regulations.

22.14. Masonry Services:

License or Registrations Requirements: As required by DCP.

22.14.1. Bricklayer:

Duties: Lays building materials, such as brick, structural tile and concrete cinder, glass, gypsum, terra cotta block.to construct or repair walls, partitions, arches, sewers, and other structures: Cuts, tools and sets marble, sets stone, finishes concrete, applies decorative steel, aluminum and plastic tile, applies cements, sand, pigment and marble chips to floors, stairways, etc. Measures distance from reference points and marks guidelines on working surface to lay out work. Spreads soft bed of mortar that serves as bed and binder for block. Levels, aligns and embeds brick into mortar. Removes excess from face of block and finishes with pointing tool or trowel. Determines vertical and horizontal alignment of courses, using plumb bob, gauge line and level. Fastens brick to terra cotta veneer to face of structures, with tie wires embedded in mortar between bricks, or in anchor holes in veneer brick. May weld metal parts to steel structural members. May apply plaster to walls to complete work.

22.14.2. Cement Mason:
Duties: Smooths and finishes surfaces of poured concrete floors, walls, sidewalks or curbs to specified textures using hand tools or power tools, including floats, trowels and screeds: Signals concrete deliverer to position truck to facilitate pouring of concrete. Moves discharge chute of truck to direct concrete into forms. Spreads concrete into inaccessible sections of forms, using rake or shovel. Levels concrete to specified depth and workable consistency, using handheld screed and floats to bring water to surface and produce soft topping. Smooths and shapes surface to freshly poured concrete, using straightedge and float or power screed. Finishes concrete surfaces, using power trowel, or wets and rubs concrete with abrasive stone to impart finish. Removes rough or defective spots from concrete surfaces, using power grinder of chisel and hammer, and patches holes with fresh concrete or epoxy compound. Molds expansion joints and edges, using edging tools, jointers and straightedge. May sprinkle colored stone chips, powdered steel, or coloring powder on concrete to produce prescribed finish. May produce rough concrete surface, using broom. May mix cement, using hoe or concrete-mixing machine. May direct mixing of concrete and setting of forms. May specialize in finishing steps and stairways. May break up and repair old concrete surfaces, using pneumatic tools.

22.14.3. Stonemason:
Duties: Sets stone to build stone structures, such as piers, walls and abutments, or lays walks, curbstones, or special types of masonry, such as alberene (acid-resistant soapstone for vats, tanks and floors), using mason's tools: Shapes stone preparatory to setting, using chisel, hammer, and other shaping tools. Spreads mortar over stone and foundation with trowel and sets stone in place by hand or with aid of a crane. Aligns stone with plumb line and finishes joints between stone with pointing trowel. May spread mortar along mortar guides to ensure joints of uniform thickness. May clean surface of finished wall to remove mortar, using muriatic acid and brush.

If any of the Performance for this trade affects either the weight bearing or structural integrity of the building being worked on, then Contractor(s) must be registered as a current Major Contractor(s) (General Contractor(s)) with the DCP prior to undertaking any part of the Performance.

22.15. Paperhangers:
License or Registrations Requirements: As required by DCP.

Duties: Covers interior walls and ceilings or rooms with decorative wallpaper or fabric, using hand tools: Measures walls and ceiling to compute number and length of strips required to cover surface. Sets up pasteboard and erects scaffolding. Marks vertical guideline on wall to align first strip, using plum bob and chalk line. Smooths rough spots on walls and ceilings, using sandpaper. Fills holes and cracks with plaster, using trowel. Removes paint, varnish and grease from surfaces, using paint remover and water soda solution. Applies acetic acid to damp plaster to prevent lime from bleeding through the paper. Applies sizing to waterproof porous surfaces, using brush, roller, or pasting machine. Measures and cuts strips from wall of wallpaper or fabric, using shears or razor. Mixes paste to desired consistency and

brushes paste on back of wallpaper or fabric, using paste brush. Trims selvage (rough edge) from strips, using straightedge and trimming knife. Places paste-coated strips on wall or ceiling to match adjacent edges of figured strips, and smooths strips with dry brush or felt-covered roller to remove wrinkles and bubbles. Smooths joints with seam roller and trims excess material at ceiling and baseboard, using knife. Removes old paper, using water, steam machine, or chemical remover and scraper.

22.16. Parking Lot, Driveway, Tennis Court & Athletic Track Repair and Resurfacing Services (Excluding any road work, and highway work):
License or Registrations Requirements: As required by DCP.

Duties: Making repairs to existing parking lots, driveways, tennis courts, athletic tracks and apply hot rubberized sealing to seal cracks and holes on those surfaces: patch potholes, repair curbing, sealing cracks, and apply sealed coating on existing surfaces.

22.17. Roofing Services:
License or Registrations Requirements: As required by DCP.

Duties: Covers roofs with composition shingles or sheets, wood shingles, slate or asphalt and gravel to waterproof roofs, including preparation of surface. (Demolition or removal of any type of roofing and or clean-up of any and all areas where a roof is to be re-laid.)

Covers roofs with roofing materials other than sheet metal, such as composition shingles or sheets, wood shingles, or asphalt and gravel, to waterproof roofs: Cuts roofing paper to size, using knife, and nails or staples it to roof in overlapping strips to form base for roofing materials. Aligns roofing material with edge of roof, and overlaps successive layers, gauging distance of overlap with chalk line, gauge on shingling hatchet, or by lines on shingles. Fastens composition shingles or sheets to roof with asphalt, cement, or nails. Punches holes in slate, terra cotta, or wooden shingles, using punch and hammer. Cuts strips of flashing and fits them into angles formed by walls, vents, and intersecting roof surfaces. When applying asphalt or tar and gravel to roof, mops or pours hot asphalt or tar onto roof base. Applies alternate layers of hot asphalt or tar and roofing paper until roof covering is as specified. Applies gravel or pebbles over top layer, using rake or stiff-bristled broom. May attach shingles to exterior walls and apply roofing paper and tar to shower pans, decks, and promenades to waterproof surfaces. May remove existing roofing materials to prepare for new roof. Includes repairs to all types of commercial roofing systems including, but not limited to the following: Asphalt build-up, coal-tar build-up, and single ply EPDM. Capable of effecting repairs to flashing/coping systems including, but not limited to the following: KMM, fabric, metal and EPDM.

22.18. Sandblasting:
License or Registrations Requirements: As required by DCP.

Duties: Abrades surfaces of metal or hard-composition objects to remove adhering scale, sand, paint, grease, tar, rust, and dirt, and to impart specified finish, using abrasive-blasting equipment: Shovels or pours abrasives, such as sand, grit, or shot of specified grade into machine hopper. Masks specified areas of object to protect from abrading action. Loads parts on racks in enclosed rooms, into tumbling barrels, or into cabinets. Regulates pressure and composition of abrasive mixture flowing through nozzle or tumbling barrel. Examines finished parts to ensure conformance to specifications.

22.19. Drywall Installer and Finisher:

License or Registrations Requirements: As required by DCP.

Duties: Provided quality drywall installation for both commercial and residential projects. Read blueprints, technical specification to install materials correctly. Installing drywall to building codes, apply texturing and compound for walls and ceilings, sanding of rough spots. Apply plaster and other construction materials, ensuring quality of work was as per specifications and met or exceeded all installation and finished product guidelines

22.20. Siding:

License or Registrations Requirements: As required by DCP.

Duties: Install siding per specifications and schematics for commercial and residential buildings. Conducted site surveys prior to installation, taking necessary measurements. Prep exterior for siding installation including any needed repairs, prepares underlying surface prior to installation, makes any needed repairs to underlying surface, uses tools of all types including cutting machinery and measurement instruments

22.21. Terrazzo, Tile and Marble Finishers:

License or Registrations Requirements: As required by DCP.

22.21.1. Marble Finisher:

Duties: Supplies and mixes construction materials. Applies grout and cleans installed marble. Mixes mortar, plaster, and grout, as required. Selects marble slab for installation, following numbered sequence or drawings. Drills holes and chisels channels in edges of marble slabs to install metal wall anchors, bends wire to form metal anchors, inserts anchors into drilled holes of marble slab, and secures anchors in place. Moves marble slabs to installation site, using dolly, hoist, or portable crane. Fills marble joints and surface imperfections with grout, removes excess grout, using wet sponge. Installs marble. Grinds and polishes marble, using abrasive, chemicals, and manual or machine grinding and polishing techniques. Cleans installed marble surface. Repairs and fills chipped, cracked, or broken marble pieces.

22.21.2. Terrazzo Finisher:

Duties: Supplies and mixes construction materials. Installs terrazzo. Applies grout and cleans installed terrazzo. Applies curing agent to installed terrazzo to promote

even curing. Grinds surface of cured terrazzo, using power grinders, to smooth and prepare for grouting. Spreads grout across terrazzo to fill surface imperfections. Find grinds and polishes surface of terrazzo, when grout has set, using power grinders. Washes surface of polished terrazzo, using cleaner and water, and applies sealer, according to manufacturer's instructions, using brush. Position and secure membrane and wire mesh prior to pouring base materials for terrazzo installation. May spread marble chips or other material over fresh terrazzo surface and press into terrazzo, using roller. Cut divider and joint strips to size as directed. Cuts grooves in terrazzo stairs, using power grinder, and fills grooves with nonskid materials.

22.21.3. Tile Finisher:
Duties: Supplies and mixes construction materials. Installs tile. Applies grout and cleans installed tile. Applies grout between joints of installed tile. Removes excess grout from tile joints with wet sponge and scrapes corners and crevices with trowel. Wipes surface of tile after grout has set to remove grout residue and polish tile, using nonabrasive materials. May apply caulk, sealers, acid, steam, or related agents to caulk, seal, or clean installed tile, using various application devices and equipment. Positions and secures metal lath, wire mesh, or felt paper prior to installation of tile. Cuts marked tiles to size, using power saw or tile cutter.

22.22. Electrical Testing Technicians (ETT)

License required: E-1, E-2 issued by DCP, and American National Standards Institute (ANSI)/ InterNational Electrical Testing Association (NETA) Certification

Electrical License Types:
E-1 Unlimited Electrical Contractor(s)
The holder of this license shall be permitted to do all electrical work as defined in section 20-330 of the general statutes.

E-2 Unlimited Electrical Journeyperson
The holder of this license shall be permitted to do all electrical work as defined in section 20-330 of the Connecticut General Statutes, and only while in the employment of a properly licensed Contractor(s).

22.22.1. Contractor(s) must be listed as an active member with NETA under the State of Connecticut.
22.22.2. Contractor(s) crew leader must hold a certification level II or III in electrical testing, in accordance with ANSI/NETA ETT *Standard for Certification of Electrical Testing Technicians.*
22.22.3. Contractor(s) must perform maintenance and testing in accordance with the *Standard for Maintenance Testing Specifications for Electrical Equipment and Systems,* ANSI/NETA MTS-2015.

22.23. Electricians (Commercial Buildings / High Voltage):

License required: E-1, E-2, C-5, C-6, T-1, T-2, L-1, L-2, L-5 and L-6 issued by DCP

Electrical License Types:

CONTRACT #:23PSX0243
EXHIBIT A
DESCRIPTION OF DELIVERABLES

E-1 Unlimited Electrical Contractor(s)
The holder of this license shall be permitted to do all electrical work as defined in section 20-330 of the general statutes.

E-2 Unlimited Electrical Journeyperson
The holder of this license shall be permitted to do all electrical work as defined in section 20-330 of the Connecticut General Statutes, and only while in the employment of a properly licensed Contractor(s).

C-5 Limited Electrical Contractor(s)
The holder of this license may Perform only work limited to low voltage, alarm or signal work, audio and sound systems, and telephone-interconnect. The voltage of any system is not to exceed forty-eight (48) volts or eight (8) amperes where such work commences at an outlet receptacle or connection previously installed by a person holding the proper electrical license.

C-6 Limited Electrical Journeyperson
The holder of this license may Perform only work as defined for C-5 category and only while in the employ of a licensed electrical Contractor(s).

T-1 Limited Electrical Contractor(s)
The holder of this license may Perform only work limited to telephone-interconnect systems where such work commences at an outlet receptacle or connection previously installed by a person holding the proper electrical license.

T-2 Limited Electrical Journeyperson
The holder of this license may Perform only work as defined for the T-1 category and only while in the employ of a licensed electrical Contractor(s).

L-1 Electrical Lines Contractor(s)
The holder of this license may Perform only work limited to line construction, including distribution systems, and their allied work, for public and private companies; installation, maintenance and repair of all high-voltage cable splicing and pulling wire for all systems in excess of 2,400 volts; traffic signal and highway lighting installation, maintenance and repair.

L-2 Electrical Lines Journeyperson
The holder of this license may Perform only work limited to line construction, including distribution systems, and their allied work, for public and private companies; installation, maintenance and repair of all high-voltage cable splicing and pulling wire for all systems in excess of 2,400 volts; traffic signal and highway lighting installation, maintenance and repair, and only while in the employ of a Contractor(s) licensed for such work.

L-5 Limited Electrical Contractor(s)
The holder of this license may Perform only work limited to low voltage, alarm or signal work, audio and sound systems. The installation or repair of any telecommunication work is not authorized with the exception of the interface wiring

from an alarm system to an existing telephone connection for monitoring purposes. The voltage of the system is not to exceed 25 volts or five amperes where such work commences at an outlet receptacle or connection previously installed by a person holding the proper electrical license.

L-6 Limited Electrical Journeyperson
The holder of this license may Perform only work limited to low voltage, alarm or signal work, audio and sound systems, and only while in the employ of a Contractor(s) licensed for such work. The installation or repair of any telecommunication work is not authorized with the exception of the interface wiring from an alarm system to an existing telephone connection for monitoring purposes. The voltage of the system is not to exceed 25 volts or five amperes where such work commences at an outlet receptacle or connection previously installed by a person holding the proper electrical license.

Duties: Install, erect, maintenance, alteration or repair of any wire, cable, conduit, etc., which generates, transforms, transmits or uses electrical energy for light, heat, power or other purposes, including the installation or maintenance of telecommunication, network wiring, and low voltage wiring.

22.23.1. Electrician, Working Supervisor:
Duties: Installs, erects, maintains, alters or repairs any wire, cable, conduit, busway, raceway, support, insulator, conductor, appliance, apparatus, fixture or equipment which generates, transforms, transmits or uses electrical energy for light, heat, power or other purposes including the installation or maintenance of telecommunication, network wiring, and low voltage wiring. Coordinate, layout, and oversee the work of others.

22.23.2. Electrician, Journeyperson Electrician:
Duties: Same work as an E-1 licensee, but only while in the employment of a Contractor(s) licensed for such work.

22.23.3. Electrician, Apprentice:
Duties: Same work as an E-1 or E-2 licensee, but only with direct supervision of an Electrical Contractor(s) licensed through DCP.

22.24. Electricians: (Residential Buildings):
License(s) required: E-1, E-2, C-5, C-6, T-1, T-2, L-5 and L-6 issued by DCP

Electrical License Types:
E-1 Unlimited Electrical Contractor(s)
The holder of this license shall be permitted to do all electrical work as defined in section 20-330 of the general statutes.

E-2 Unlimited Electrical Journeyperson
The holder of this license shall be permitted to do all electrical work as defined in section 20-330 of the Connecticut General Statutes, and only while in the employment of a properly licensed Contractor(s).

C-5 Limited Electrical Contractor(s)
The holder of this license may Perform only work limited to low voltage, alarm or signal work, audio and sound systems, and telephone-interconnect. The voltage of any system is not to exceed forty-eight (48) volts or eight (8) amperes where such work commences at an outlet receptacle or connection previously installed by a person holding the proper electrical license.

C-6 Limited Electrical Journeyperson
The holder of this license may Perform only work as defined for C-5 category and only while in the employ of a licensed electrical Contractor(s).

T-1 Limited Electrical Contractor(s)
The holder of this license may Perform only work limited to telephone-interconnect systems where such work commences at an outlet receptacle or connection previously installed by a person holding the proper electrical license.

T-2 Limited Electrical Journeyperson
The holder of this license may Perform only work as defined for the T-1 category and only while in the employ of a licensed electrical Contractor(s).

L-5 Limited Electrical Contractor(s)
The holder of this license may Perform only work limited to low voltage, alarm or signal work, audio and sound systems. The installation or repair of any telecommunication work is not authorized with the exception of the interface wiring from an alarm system to an existing telephone connection for monitoring purposes. The voltage of the system is not to exceed 25 volts or five amperes where such work commences at an outlet receptacle or connection previously installed by a person holding the proper electrical license.

L-6 Limited Electrical Journeyperson
The holder of this license may Perform only work limited to low voltage, alarm or signal work, audio and sound systems, and only while in the employ of a Contractor(s) licensed for such work. The installation or repair of any telecommunication work is not authorized with the exception of the interface wiring from an alarm system to an existing telephone connection for monitoring purposes. The voltage of the system is not to exceed 25 volts or five amperes where such work commences at an outlet receptacle or connection previously installed by a person holding the proper electrical license.

Duties: Install, erect, maintenance, alteration or repair of any wire, cable, conduit, etc., which generates, transforms, transmits or uses electrical energy for light, heat, power or other purposes, including the installation or maintenance of telecommunication, network wiring, and low voltage wiring.

22.24.1. Electrician, Working Supervisor:
Duties: Installs, erects, maintains, alters or repairs any wire, cable, conduit, busway, raceway, support, insulator, conductor, appliance, apparatus, fixture or equipment

which generates, transforms, transmits or uses electrical energy for light, heat, power or other purposes including the installation or maintenance of telecommunication, network wiring, and low voltage wiring. Coordinate, layout, and oversee the work of others.

22.24.2. Electrician, Journeyperson Electrician:
Duties: Same work as an E-1 licensee, but only while in the employment of a Contractor(s) licensed for such work.

22.24.3. Electrician, Apprentice:
Duties: Same work as an E-1 or E-2 licensee, but only with direct supervision of an Electrical Contractor(s) licensed through DCP.

22.25. General Contracting Services:
License Requirement: Home Improvement Contractor(s) License issued by DCP.

The General Contractor(s) shall manage, coordinate and supervise a project that involves multiple trades as Subcontractor(s)s with construction schedules and awareness of the project's critical path needs. The General Contractor(s) shall Perform not less than twenty (20%) of the Services required for any given project. The General Contractor(s) shall create an SOW upon request of the Client Agency.

Duties: Performs highly skilled maintenance or construction work or both, requiring the application of trade skills, codes, and standard trade practices in a variety of trade areas including but not limited to: electrical, plumbing, carpentry, HVAC, glazing, masonry, painting work, and other trades in the construction industry; makes estimates of time, personnel, and material required on assigned tasks; keeps necessary records; Performs duties related to the trade or trade areas as required; considerable knowledge of and ability to apply the standard tools, materials, methods, and practices of a variety of trade areas. The General Contractor(s) shall oversee the construction, structural repair, structural alteration, structural framing, roofing, dismantling, or demolition of any structure or addition Performed by approved Subcontractor(s)s.

22.26. Painters:
22.26.1. Painter, Working Supervisor:
License or Registrations Requirements: As required by DCP.

Duties: Coordinates, plans, estimates and oversees the work of other painters. Painting, decorating, hardwood finishing, paper hanging, drywall painting for any and all types of building and residential work. Applies coats of paint, varnish, stain, enamel, or lacquer to decorate and protect interior and exterior surfaces, trimming and fixtures of buildings, and other structures: smooths surfaces using sandpaper brushes, or steel wool and removes old paint from surfaces using paint remover, scraper, wire brush, or blowtorch to prepare surfaces for painting. Fills nail holes, cracks, and joints with putty, plaster, or other filler. Selects premixed paints, or mixes required portions of pigment oil and thinning and drying substances to prepare paint that matches specified colors. Paints surfaces using brushes, spray gun or

rollers. Simulates wood grain, marble, brick or tile effects. Applies paint with cloth, brush, sponge, or finers to create special effects. Erects scaffolding or sets up ladders to Perform tasks above ground level.

22.26.2. Painter, Journeyperson Painter:
License or Registrations Requirements: As required by DCP.

Duties: Painting, decorating, hardwood finishing, paper hanging, drywall painting for any and all types of building and residential work. Applies coats of paint, varnish, stain, enamel, or lacquer to decorate and protect interior and exterior surfaces, trimming and fixtures of buildings, and other structures: smooths surfaces using sandpaper brushes, or steel wool and removes old paint from surfaces using paint remover, scraper, wire brush, or blowtorch to prepare surfaces for painting. Fills nail holes, cracks, and joints with putty, plaster, or other filler. Selects premixed paints, or mixes required portions of pigment oil and thinning and drying substances to prepare paint that matches specified colors. Paints surfaces using brushes, spray gun or rollers. Simulates wood grain, marble, brick or tile effects. Applies paint with cloth, brush, sponge, or finers to create special effects. Erects scaffolding or sets up ladders to Perform tasks above ground level.

22.27. Plumbers and Pipefitters:
License Requirements: P-1, P-2, P-6, P-7, P-8, P-9, J-1 and J-2 issued by DCP.

Plumbing Licenses:
J-1 Limited Contractor(s)
The holder of this license may Perform only work limited to domestic water pumps and water conditioning.

J-2 Limited Well Pumps and Piping Journeyperson
The holder of this license may Perform only work limited to domestic water pumps and water conditioning and only while in the employ of a Contractor(s) licensed for such work.

P-1 Unlimited Plumbing Contractor(s)
The holder of this license may do all plumbing and piping work as defined in section 20-330 of the Connecticut General Statutes.

P-2 Unlimited Journeyperson Plumber
The holder of this license may do all plumbing and piping work as so defined and only while in the employ of a Contractor(s) licensed for such work.

P-6 Limited Sewer, Storm, and Water Journeyperson
This license permits the installation, repair, replacement, alteration or maintenance of piping limited to water, sewer and storm lines from the point of utility responsibility to a point immediately inside a structure and only while in the employ of a Contractor(s) licensed for such work.

P-7 Limited Sewer, Storm, and Water Contractor(s)

This license permits the installation, repair, replacement, alteration or maintenance of piping limited to water, sewer and storm lines from the point of utility responsibility to a point immediately inside a structure.

P-8 Limited Gasoline Tank, Piping, and Pump Journeyperson
This license permits the installation, repair, replacement, alteration or maintenance of piping for petroleum tanks and related pumping equipment only, and only while in the employ of a Contractor(s) licensed for such work.

P-9 Limited Gasoline Tank, Piping, and Pump Contractor(s)
This license permits the installation, repair, replacement, alteration or maintenance of piping for petroleum tanks and related pumping equipment only.

22.27.1. Plumber Supervisor
Duties: Installation, repair, replacement, alteration or maintenance of all plumbing, heating, cooling and piping. Installs, repairs, replaces, alters or maintains gas, water, and associated fixtures, laboratory equipment, sanitary equipment, other than subsurface sewage disposal systems, all water systems for human usage, sewage treatment facilities and all associated fittings within a building and lateral storm and sanitary lines from building to the mains, swimming pools and pumping equipment, makes connections to back flow prevention devices, and works with low voltage wiring, not exceeding twenty-four volts, used within a lawn sprinkler system.

Installation, repair, replacement, alteration or maintenance of those portions of a solar hot water heating system, which include the basic domestic hot water tank and the tie-in to the potable water system.

22.27.2. Plumber, Journeyperson
Duties: Same work as the P-1 licensee, but only in the employ of a Contractor(s) licensed for such work. Assembles, installs, and repairs pipes, fittings, and fixtures of heating, water, and drainage systems, according to specifications and plumbing codes: studies building plans and working drawings to determine work aids required and sequence installations. Inspects structure to ascertain obstructions to be avoided to prevent weakening of structure resulting from installation of pipe. Locates and marks position of pipe connections and passage holes for pipe in walls and floors, using ruler, spirit level, and plumb bob. Cuts openings in walls and floors to accommodate pipe and pipe fittings, using hand tools and power tools. Cuts and threads pipe, using pipe cutters, cutting torch, and pipe threading machine. Bends pipe to required angle by use of pipe-bending machine or by placing pipe over block and bending it by hand. Assembles and installs valves, pipe fittings, and pipes composed of metals, such as iron, steel, brass, and lead and nonmetals, such as glass, vitrified clay, and plastic, using hand tools and power tools. Joins pipes by use of screws, bolts, fittings, solder, plastic solvent and caulk joints. Fills pipe system with water or air and reads pressure gauges to determine whether the system is leaking. Installs and repairs plumbing fixtures, such as sinks, commodes, bathtubs, water heaters, hot water tanks, garbage disposal units, dishwashers, and water softeners. Repairs and maintains plumbing by replacing washers in leaky

faucets, mending burst pipes and opening clogged drains. May weld holding fixtures to steel structural members.

22.28. Sprinkler Fitters

Installation, alteration, maintenance and repair of fire protection sprinkler systems. License required F-1, F-2, F-3 and F-4 issued by DCP.

License Types and Duties:
F1 Unlimited Fire Protection Sprinkler Contractor(s)
The holder of this license may do all fire protection sprinkler system work as defined in section 20-330 of the Connecticut General Statutes

F2 Unlimited Fire Protection Sprinkler Journeyperson
The holder of this license may do all fire protection sprinkler system work as defined in section 20-330 of the Connecticut General Statutes, but only while in the employ of a Contractor(s) licensed for such work.

F3 Limited Fire Protection Sprinkler Contractor(s)
The holder of this license may do such work as that work involved with foam extinguishing systems, special hazard systems including water spray, foam, carbon dioxide or dry chemical systems, halon and other liquid or gas fire suppression systems.

F4 Limited Fire Protection Sprinkler Journeyperson
The holder of this license may do such work as that work involved with foam extinguishing systems, special hazard systems including water spray, foam, carbon dioxide or dry chemical systems, halon and other liquid or gas fire suppression systems but only while in the employ of a Contractor(s) licensed for such work.

22.29. Sheet Metal Workers:

License Requirement:
SM-1 Limited Sheet Metal Contractor(s)
The holder of this license may Perform only work limited to the installation, erection, replacement, repair or alteration of any duct work system, both ferrous and nonferrous for ductwork systems of any size and type, excluding pneumatic conveyance systems.

SM-2 Limited Sheet Metal Journeyperson
The holder of this license may Perform only work limited to the installation, erection, replacement, repair or alteration of any duct work system, both ferrous and nonferrous for ductwork systems of any size and type, excluding pneumatic conveyance systems. The holder of this license may Perform such work only while in the employ of a Contractor(s) license for such work.

SM-3 Limited Sheet Metal Residential/Light Commercial Contractor(s)
The holder of this license may Perform only work limited to the installation, erection, replacement, repair or alteration of ductwork system, both ferrous and nonferrous for ductwork systems used within a light commercial or residential building.

SM-4 Limited Sheet Metal Residential/Light Commercial Journeyperson
The holder of this license may Perform only work limited to the installation, erection, replacement, repair or alteration of ductwork system, both ferrous and nonferrous for ductwork systems used within a light commercial or residential building.
The holder of this license may Perform such work only while in the employ of a Contractor(s) license for such work.

SM-5 Limited Sheet Metal Contractor(s) Hood Systems
The holder of this license may Perform only work limited to the installation, erection, replacement, repair or alteration of ductwork system, both ferrous and nonferrous for hood ductwork systems of any size and type limited to and as it pertains to the proscribed code standards.

SM-6 Limited Sheet Metal Journeyperson Hood Systems
The holder of this license may Perform only work limited to the installation, erection, replacement, repair or alteration of ductwork system, both ferrous and nonferrous for hood ductwork systems of any size and type limited to and as it pertains to the proscribed code standards. The holder of this license may Perform such work only while in the employ of a Contractor(s) license for such work.

Duties:
Layout, installation, erection, replacement, repair or alteration, including, but not limited to, onsite testing and balancing of related life safety components, environmental air, heating, ventilating and air conditioning systems by manipulating, adjusting or controlling such systems for optimum balance Performance of any duct work system, ferrous, nonferrous or other material for ductwork systems, components, devices, air louvers or accessories, in accordance with the State Building Code;

Fabricate, assembles, installs and repairs sheet metal products and equipment in such areas as ventilation, air-conditioning, warm air heating, restaurant equipment, architectural sheet metal work, sheet metal roofing, and aluminum gutters. Fabrication, handling, assembling, erecting, altering, repairing, etc. of coated metal material panels and composite metal material panels when used on building exteriors and interiors as soffits, facia, louvers, partitions, canopies, cornice, column covers, awnings, beam covers, cladding, sunshades, lighting troughs, spires, ornamental roofing, metal ceilings, mansards, copings, ornamental and ventilation hoods, vertical and horizontal siding panels, trim, etc. The sheet metal classification also applies to the vast variety of coated metal material panels and composite metal material panels.

Fabrication, handling, assembling, erecting, altering, repairing, etc. of architectural metal roof, standing seam roof, composite metal roof, metal and composite bathroom/toilet partitions, aluminum gutters, metal and composite lockers and shelving, kitchen equipment, and walk-in coolers.

22.30. Welding Services:

License Requirement:
G-8 Limited Welding Journeyperson
The holder of this license may Perform only work limited to the welding process of all pipe and associated fittings and materials used by persons licensed pursuant to chapter 393 of the Connecticut General Statutes as long as such piping, associated fittings and materials are used by persons licensed to Perform work a defined by section 20-330 of the Connecticut General Statutes and only while in the employ of a properly licensed Contractor(s).

G-9 Limited Welding Contractor(s)
The holder of this license may Perform only work limited to the welding process of all pipe and associated fittings and materials used by persons licensed pursuant to chapter 393 of the Connecticut General Statutes as long as such piping, associated fittings and materials are used by persons licensed to Perform work a defined by section 20-330 of the Connecticut General Statutes.

VT-1 Limited Heating and Cooling Contractor(s) (Valves)
The holder of this license may Perform only work limited to the inspection, maintenance, assembly or disassembly, repair (including machining or grinding) or replacement of all classes and types of valves.

VT-2 Limited Heating and Cooling Journeyperson (Valves)
The holder of this license may Perform work only while in the employ of a properly licensed Contractor(s) and only work limited to the inspection, maintenance, assembly or disassembly, repair (including machining or grinding) or replacement of all classes and types of valves.

22.30.1.1. Welder, Working Supervisor
License Requirements: License as required by DCP for specific types of jobs (i.e., Pressure Valve, Gas Line, Bridge, Structural, etc.)

Duties: Supervises and coordinates activities of workers engaged in the welding construction, fabrication, installation and repair of structures and fixtures. Reads blueprints, Performs highly skilled welding tasks in accordance with standard trade practices, weld metal parts by oxyacetylene torch and welding rods or electric welding apparatus (i.e., MIG, TIG, STICK, HELI-ARC, etc.), lays out work and assigns workers to such tasks as cutting material and erecting steel structures and fixtures, selects materials and structural units and inspects to insure conformance with provisions of building code and local ordinances, determines sequence of events concerned with fixture assembly and erection of structure, prepares cost estimates, inspects work of Subcontractor(s)s to insure conformance with specifications, considerable knowledge of and ability to apply standard tools, materials, methods and practices, interpersonal skills, oral and written communication skills, and ability to prepare estimates and keep accurate job records.

22.30.1.2. Welder, Common Laborer
License Requirements: License as required by DCP for specific types of job (i.e., Pressure Valve, Gas Line, Bridge, Structural, etc.).

Duties: Performs any combination of duties on welding projects, usually works in utility capacity by transferring from one task to another where demands require worker with varied experience and ability to work without close supervision.

22.31. Window Cleaning Services:

License or Registrations Requirements: As required by DCP

Duties: Window cleaners wash and dry glass surfaces on the insides and outsides of residential and commercial buildings. Clean and wash glass partitions, mirrors, and other glass surfaces. Clean and wash windows using scaffolding, ladders, or special safety equipment to complete work.

22.32. Apprentice (All Trades)

A person who is learning a trade from a skilled employer who is in a system of training with a trade or profession with on-the-job training and often some accompanying study.

22.33. Overhead Door Services

License or Registrations Requirements: As required by DCP.

Duties: Installation, routine maintenance, and emergency repairs of overhead doors.

22.34. Chain Link Fence Services:

License or Registrations Requirements: As required by DCP

Duties: Supervises and coordinates activities involved in chain link fence installation, replacement, and repair of metal fencing surrounding institutional establishments and residential locations using equipment and tool required to complete the work.

CONTRACT #: 23PSX0243
EXHIBIT A - ATTACHMENT 1
STATEMENT OF WORK

Date:		Client Agency:	
Project Name:			
Project Location:			
Project Number:		Project Start Date:	
Contractor Name:			
Project Cost:		Completion Date:	

1. Scope of Project:

2. Specifications/Deliverables:

3. List of Attachments and Drawings:

CONTRACT #: 23PSX0243
EXHIBIT A - ATTACHMENT 1
STATEMENT OF WORK

Order Proposal Worksheet

Materials & Equipment

Item#	Quantity	Description of Materials and Equipment	Unit Cost	Total Cost
			Materials and Equipment Total:	

Subcontractors

Trade	Subcontractor Name	Total
		Total Subcontractor's Labor:
		Total Proposed Amount:

CONTRACT #: 23PSX0243
EXHIBIT A - ATTACHMENT 1
STATEMENT OF WORK

SIGNATURE PAGE OF STATEMENT OF WORK

CONTRACTOR

_____

By: _____

Name: _____
Print or Type Name

Title: _____

Date: _____

STATE OF CONNECTICUT

Department of _____

By: _____

Name: _____
Print or Type Name

Title: _____

Date: _____

CONTRACT#: 23PSX0243
EXHIBIT A - ATTACHMENT 2
PROJECT CHANGE ORDER/ADDENDUM

Date:	
Project Number:	
Project Name:	
Project Location:	
Project Addendum Number:	

1. Scope of Project
   General Clarifications / Comments:

2. Changes to Specifications and Deliverables:

3. Changes to Attachments and Drawings:

Change Order Proposal Worksheet

Date:		Client Agency:	
Project Name:			
Project Location:			
Project Number:		Project Start Date:	
Contractor Name:			
Project Cost:		Completion Date:	

Materials & Equipment

Item#	Quantity	Description of Materials and Equipment	Unit Cost	Total Cost
			Materials and Equipment Total:	

Subcontractors

Trade	Subcontractor Name	Total
		Total Subcontractor's Labor:

Total Proposed Change Order Amount:	

SIGNATURE PAGE OF STATEMENT OF WORK PROJECT CHANGE ORDER / ADDENDUM

CONTRACTOR	STATE OF CONNECTICUT
_____	Department of _____
By: _____	By: _____
Name: _____ Print or Type Name	Name: _____ Print or Type Name
Title: _____	Title: _____
Date: _____	Date: _____

CONTRACT #: 23PSX0243
EXHIBIT A – ATTACHMENT 3
STANDARD AND PREVAILING WAGE RATES

Standard Wage Rates
Information concerning Section 31-57f of the Connecticut General Statutes and when it applies may be obtained from the Connecticut Department of Labor's web site, which may currently be accessed at http://www.ctdol.state.ct.us/wgwkstnd/standardwage.htm.

Contractors shall comply with all provisions of CGS Section 31-57f, Standard Wage Rates for Certain Service Workers and shall pay wages in accordance with the current wage rates provided by the Department of Labor ("DOL"). A link to the Standard Wages by town is provided below, as it may be modified from time to time:

http://www.ctdol.state.ct.us/wgwkstnd/prevailing-rates/service/rates-service.htm

Questions concerning Standard Wage Rates should be addressed to the Connecticut Department of Labor, Wage and Workplace Standards Division, 200 Folly Brook Blvd., Wethersfield, CT 06106-1114, 860/263-6790.

Prevailing Wage Rates
DCS shall determine, in its sole discretion, if a project meets the criteria of CGS Section 31-53. If the project meets the criteria of CGS Section 31-53, the Contractor shall be subject to prevailing wages. The following paragraph shall apply and is made a part of this Contract in accordance with the requirements of CGS Section 31-53(a):

"The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in subsection (i) of this section, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any Contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day."

CONTRACT #:23PSX0243
EXHIBIT A-ATTACHMENT 4
BADGING REQUIREMENTS FOR THE CONNECTICUT AIRPORT AUTHORITY, BRADLEY INTERNATIONAL AIRPORT

1. All Contractor employees must pass all standard security requirements (based on activity and location) and pass prescribed driver training before entering Bradley International Airport or engaging in any part of the Performance.

2. Contractors shall not allow any of their employees to enter the Airport or undertake any part of the Performance unless the employees shall have first been issued an individual, valid, security identification badge which they shall display properly at all times while at the Airport. The security badge will be issued upon the successful completion of a ten year (10) criminal history records check, and Transportation Security Administration Security Threat Assessment and a training/testing program – all administered by Airport personnel. The cost per person is $50. This charge is subject to change during the term of the Contract. Persons with felony convictions will be evaluated on an individual basis. Client Agency may, at any time during the term of the Contract and in its sole discretion, modify the criminal history records check, training, testing program, security and badge requirements. Contractor shall comply with all such modifications.

3. Contractor shall assign at least one individual, but no more than 3 individuals, to act as an Authorized Supervisor for the airport. Prior to starting Performance, Contractors shall direct the Authorized Supervisors to comply with all of the applicable terms and conditions of this Contract, including doing any and all things which the Authorized Supervisors deem to be necessary or appropriate to ensure full Performance.

4. Client Agency shall deliver to the Contractors a copy of the applicable requirements of all federal and state regulations governing aviation security activities prior to Contractors starting Performance. Contractors shall comply fully with all of those requirements and regulations and shall ensure the same for all of their employees who will Perform in any way.

5. The duties of the Authorized Supervisor are to:

   a) read, understand and follow fully all of the requirements of all federal and state regulations governing aviation security activities;

   b) Notify the security badging office or BDL Airport Operations immediately of all employee terminations and transfers in writing, which may include via e-mail.

   c) Return to the security badging office or BDL Airport Operations a termination form with the terminated or transferred employee's security badge along with all other security-related items that had been issued to the employee, including, but not limited to, keys, gate cards and ramp stickers, no later than twenty-four (24) hours after the effective date of the termination or transfer. If the Authorized Supervisor fails to return timely the badge or other security related-item, the Authorized Supervisor shall submit a termination form no later than one (1) week after the effective date of the

termination or transfer, along with a written explanation detailing the course of action that has been taken towards retrieving the outstanding item(s);

d) limit the distribution of security related information only to persons with valid, Bradley International Airport security badges and as requested by the Airport Security Coordinator (ASC) or designated representative ;

e) not pre-sign badging applications and complete the entire Authorized Supervisor section of the badging application for all Contractors employees who will Perform under this Contract;

f) report lost or stolen badges in writing immediately to the security badging office and/or Airport Operations on the standard lost/stolen security badge report.

6. Contractors shall ensure that the Authorized Supervisors read, understand and follow all of their prescribed such regulations and requirements. Accordingly, prior to starting Performance, and as a condition precedent to any of Contractors' employees being allowed to enter the Airport to Perform, Contractors shall deliver to the Client Agency a document signed by the Authorized Supervisors in Attachment 5 Bradley International Airport Authorized Supervisor's Acknowledgment and Acceptance of Duties.

CONTRACT #: 23PSX0243
EXHIBIT A - ATTACHMENT 5
BRADLEY INTERNATIONAL AIRPORT
AUTHORIZED SUPERVISOR'S ACKNOWLEDGMENT AND ACCEPTANCE OF DUTIES

I, _____, the undersigned, with regard to _____ activities at Bradley International Airport (BDL), accept the assignment as an Authorized Supervisor under a certain Contract between _____ and the State of Connecticut. I acknowledge and accept that as Authorized Supervisor under that Contract that my duties are to and I shall:

1. read, understand and follow fully all of the requirements of all federal and state regulations governing aviation security activities;
2. notify the security badging office or BDL Airport Operations **immediately** of all employee terminations and transfers in writing, which may include via e-mail.
3. return to the security badging office or BDL Airport Operations a termination form with the terminated or transferred employee's security badge along with all other security-related items that had been issued to the employee, including, but not limited to, keys, gate cards and ramp stickers, no later than twenty-four (24) hours after the effective date of the termination or transfer. If the Authorized Supervisor fails to return timely the badge or other security related-item, the Authorized Supervisor shall submit a termination form no later than one (1) week after the effective date of the termination or transfer, along with a written explanation detailing the course of action that has been taken towards retrieving the outstanding item(s) ;
4. limit the distribution of security related information only to persons with valid, Bradley International Airport security badges and as requested by the Airport Security Coordinator (ASC) or designated representative ;
5. not pre-sign badging applications and complete the entire Authorized Supervisor section of the badging application for all Contractors employees who will Perform under this Contract; and
6. report lost or stolen badges in writing immediately to the security badging office and/or Airport Operations on the standard lost/stolen security badge report.

With my signature below I am verifying that I have received a copy of, and fully understand these requirements and my obligations and that I shall comply fully.

_____	_____	_____
Company Name	Signature of Authorized Supervisor	Initials
_____	_____	
Company Mailing Address	Print Full Name	
_____	_____	
City, State, Zip	Title	
_____	_____	_____
Phone Number(s)	Fax No.	E-Mail Address

CONTRACT #:23PSX0243
EXHIBIT A- ATTACHMENT 6
DEPARTMENT OF CORRECTION CONTRACTOR SECURITY REQUIREMENTS

A. Facility Admittance

(1) Contractors shall not allow any of their employees to enter the grounds of or any structures in any Department of Correction ("DOC") facility ("Facility") or undertake any part of the Performance unless the employees shall have first been issued an individual, valid, security identification badge which they shall display properly at all times while at the Facility.

(2) Contractor employees who seek admittance to a DOC Facility must first undergo a background check to confirm their eligibility to be admitted into the DOC Facility. Accordingly, Contractors must obtain from the DOC a form for each such employee and complete and submit that form to DOC at least 10 business days prior to the date that the employee is scheduled to arrive at the DOC Facility for the Performance. Information on the form includes the following:

a) Name

b) Date of Birth

c) Social Security Number

d) Driver's License Number

e) Physical Characteristics (such as age, height, weight, etc.)

B. Official Working Rules

Contractors shall adhere to the following Official Working Rules of the DOC:

(1) All Contractors shall report to the Facility's security front desk for sign-in, regardless of work location, immediately upon arrival at the Facility.

(2) All Contractor personnel shall work under the observation of an assigned correctional officer or supervisor, who will provide escort for the duration of the work.

(3) No verbal or personal contact with any inmates.

(4) Equipment will be checked daily and, when not in use, locked in a secure place as the Facility officials may direct.

(5) Hacksaws, blades and files will remain in the custody of the officer assigned, except when actually being used.

(6) The correctional officials may refuse admittance to any Contractor personnel for any cause the correctional officials deem to be sufficient.

(7) In the event of any emergency, all Contractor personnel will be escorted outside the Facility by correctional officials.

(8) Contractors shall address all questions pertaining to interruptions of service or to safety of the Facility to the appropriate correctional official.

(9) Work at the Facility shall be carried on during the time between 8:00 a.m. and 12:00 Noon and between 12:30 p.m. and 4:30 p.m., the maximum allowable working day being 8 hours. The Contractor shall not Perform any work at any Facility on any Saturday, Sunday or Holiday, unless DOC determines, in its sole discretion, that there is an emergency.

(10) The Contractor shall ensure that when all equipment is not in use, it will be unusable or be supervised to prevent use by inmates.

(11) The Contractor shall supply to DOC a copy of all material safety data sheets for all products used in the process of construction, construction materials, and products brought onto the Facility.

(12) All Contractors shall sign out at the Facility's security front desk prior to departure following completion of any work.

C. Rules Concerning Department of Correction Facilities

Contractors shall adhere to the Facilities rules ("Facilities Rules") described in this section. At the time that Contractors and Contractor Parties seek to enter a Facility, DOC staff will present to them a document setting forth the following Facilities Rules and extracts of the laws governing the introduction and control of contraband. Contractors and Contractors Parties must read, understand and sign that document as a condition precedent to entering the Facility and as evidence that they understand the consequences imposed for violating these Facilities Rules:

(1) Restricted Areas

All persons except DOC personnel, upon entering the grounds are restricted to the immediate area of their work assignment. In order to go to other areas, Contractor personnel must first obtain written permission from the supervisory correctional official in charge. Only persons having official business will be admitted to construction sites.

(2) Inmates

There may be times when inmates may be working adjacent to or in the same area as construction personnel. All persons are prohibited from accepting or giving anything from and to an inmate. Inmates are accountable to DOC personnel only, no other person shall have any conversation or dealings with inmates without the approval of the DOC supervisory official in charge.

(3) Vehicle Control

Any Contractor personnel entering upon the Facility shall remove the ignition keys of their vehicle and lock the vehicle when they leave it for any reason. Contractors shall ensure that all equipment in, on or around the vehicles is secured and inaccessible to anyone else while in the Facility.

(4) Contraband

Contractors shall not bring clothing or contraband into or onto the Facility's grounds or leave clothing or contraband in a vehicle located on the grounds of the Facility outside of an area designated by DOC personnel. Contraband is defined below and all persons are subject to these DOC Facilities Rules concerning contraband when on the Facility's grounds.

Contractor shall not introduce into or upon, take or send to or from, or attempt the same to or from, the grounds of the Facility anything whatsoever without the knowledge of the Facility supervisor.

"Contraband" means any tangible or intangible article whatsoever which DOC has not previously authorized and may include letters, stamps, tools, weapons, papers, floor implements, writing materials, messages (written and verbal), instruments and the like. Contractors shall discuss any questions regarding such matters with the Facility supervisor immediately upon those questions arising.

Cigarettes and Cell Phones are "contraband." Accordingly, Contractors shall leave them secured inside their locked vehicles in an area designated by DOC personnel.

Failure to comply with these Facilities Rules, in the sole determination of DOC, will result in the Contractor being removed from the Facility.

D. State Laws Governing Unauthorized Conveyance, Possession or Use of Items, Weapons and Certain Devices

(1) Unauthorized conveyance of certain items brought into the Facility is governed by Conn. Gen. Stat. Sec. 53a-174, which provides as follows:

a) Any person not authorized by law who conveys or passes or causes to be conveyed or passed, into any correctional or humane institution or the grounds or buildings thereof, or to any inmate of such an institution who is outside the premises thereof and known to the person so conveying or passing or causing such convey or passing to be such an inmate, any

controlled drug, as defined in section 21a-240, any intoxicating liquors, any firearm, weapon, dangerous instruments or explosives of any kind, any United States currency, or any rope, ladder or other instrument or device for use in making, attempting or aiding an escape, shall be guilty of a class D felony. [Penalty for a Class "D" felony per Sec. 53a-35 subsection a, b, c, d is a term not to exceed five (5) years.]The unauthorized conveying, passing, or possessing of any rope or ladder or other instrument or device, adapted for use in making or aiding an escape, into any such institution or the grounds or building thereof, shall be presumptive evidence that it was so conveyed, passed or possessed for such use.

b) Any person not authorized by law who conveys into any such institution any letter or other missive which is intended for any person confined therein, or who conveys from within the enclosure to the outside of such institution any letter or other missive written or given by any person confined therein, shall be guilty of a class A misdemeanor. [Penalty for a Class "A" misdemeanor per Sec. 53a-36 subsection 1, the term is not to exceed one (1) year.]

c) Any person or visitor who enters or attempts to enter a correctional institution or Facility by using a misleading or false name or title shall be guilty of a class A misdemeanor.

(2) Possession of weapons or dangerous instruments in the Facility is governed by Conn. Gen. Stat. Sec.53a-174a, which provides as follows:

a) A person is guilty of possession of a weapon or dangerous instrument in a correctional institution when, being an inmate of such institution, he knowingly makes, conveys from place to place or has in his possession or under his control any firearm, weapon dangerous instrument, explosive, or any other substance or thing designed to kill, injure or disable.

b) Possession of a weapon or dangerous instrument in a correctional institution is a class B felony. [Penalty for a Class "B" felony per Sec. 53a-35 subsection a, b, c, d is a term not to exceed twenty (20) years.]

(3) Conveyance or use of electronic or wireless communication devices in the Facility is governed by Conn. Gen. Stat. Sec. 53a-174b, which provides as follows:

a) A person is guilty of conveyance or use of an electronic wireless communication device in a correctional institution when such person, without authorization by the Commissioner of Correction or the commissioner's designee, (1) conveys or possesses with intent to convey an electronic wireless communication device to any inmate of a correctional institution while such inmate is in such institution, or (2) uses an electronic wireless communication device to take a photographic or digital image in a correctional institution.

b) Conveyance or use of an electronic wireless communication device in a correctional institution is a class A misdemeanor

Signed:_____ Date:_____

23PSX0243 Exhibit B Price Schedule

*** The Contractor shall be paid for Emergency Work at out of State locations the rates listed in the neighboring Connecticut County***

Item	Services / Contractors	New London County			
		Hourly Rate	Maximum Hourly Rate	After Hour Rate	Maximum After Hour Rate
23	Electricians (Commerical Buildings/High Voltage)				
	Advanced Energy Group	$ 108.00	$ 110.00	$ 162.00	$ 165.00
	Air Temp Mechanical Services Inc.	$ 110.00	$ 110.00	$ 165.00	$ 165.00
	Andresen Electrical Services LLC	$ 110.00	$ 110.00	$ 165.00	$ 165.00
	Atlantic Restoration & Remodeling Group LLC	$ 110.00	$ 110.00	$ 165.00	$ 165.00
	Beacon Electric, Inc.	$ 93.50	$ 110.00	$ 140.25	$ 165.00
	Carson Associates, LLC	$ 105.00	$ 110.00	$ 145.00	$ 165.00
	Caruso Electric Company	No Bid	$ 110.00	No Bid	$ 165.00
	D/E/F Services Group. Ltd	$ 93.00	$ 110.00	$ 130.00	$ 165.00
	E-Tech Systems LLC	$ 100.00	$ 110.00	$ 150.00	$ 165.00
	Greenwich Electric LLC	No Bid	$ 110.00	No Bid	$ 165.00
	J.H. LaPierre, Jr. & Son, LLC	$ 75.00	$ 110.00	$ 112.50	$ 165.00
	Lightning Services, Inc.	$95.00	$ 110.00	$142.50	$ 165.00
	MACHNIK BROS, Inc.	$ 109.50	$ 110.00	$ 164.25	$ 165.00
	McMellon J Oross	$ 80.00	$ 110.00	$ 110.00	$ 165.00
	Mercury Electric, LLC	$ 85.00	$ 110.00	$ 127.50	$ 165.00
	Newington Electric Co Inc.	$ 110.00	$ 110.00	$ 165.00	$ 165.00
	Pasquariello Electric Corp	$ 109.00	$ 110.00	$ 164.00	$ 165.00
	Prime Electric LLC	$ 110.00	$ 110.00	$ 165.00	$ 165.00
	R & C Electric, LLC	$ 110.00	$ 110.00	$ 165.00	$ 165.00
	Red Thread Spaces LLC	$ 110.00	$ 110.00	$ 165.00	$ 165.00
	Sal Sabia Electrical Contractors, Inc.	No Bid	$ 110.00	No Bid	$ 165.00
	Superior Electric LLC	$ 110.00	$ 110.00	$ 165.00	$ 165.00
	T & T Complete Landscaping, LLC	$ 110.00	$ 110.00	$ 165.00	$ 165.00
	Thorogood Electric	$ 100.00	$ 110.00	$ 155.00	$ 165.00
	Universal Building Controls, Inc.	$ 109.00	$ 110.00	$ 164.00	$ 165.00
	WC McBride Electrical Contractors, LLC	$ 108.00	$ 110.00	$ 159.00	$ 165.00
	West Electric LLC	$ 95.00	$ 110.00	$ 142.50	$ 165.00

11.4

FINANCE DEPARTMENT

Memo

September 30, 2024

Mr. Rob Brule
First Selectman
Town of Waterford
15 Rope Ferry Road
Waterford, CT 06385

Re: Bid Waiver- Pre Emption Lighting Repairs:

Dear Mr. Brule:

In keeping with Section 3.08.050 of the Purchasing Ordinance, the Purchasing Department, on behalf the Fire Services Department, respectfully seeks a Bid Waiver to Award the work to Superior Electric, LLC for $27,000.00, in accordance with the DAS contract 23PSX0243. This bid waiver is to award an electrical contractor to evaluate the pre-emption lights located at various locations throughout the Town.

Funds will be available from Line Item 20523-57838 Fire Services Pre Emption Light Repairs.

Sincerely,

Shea Davy

Shea Davy
Purchasing Agent,
Town of Waterford

Office of the Director
Waterford Fire Department
204 Boston Post Road
Waterford, CT 06385

TO: Board of Selectman

FROM: Steve Dubicki, Acting Director of Fire Services

DATE: September 30, 2024

RE: Bid Waiver Request for Electrical Services related to the Pre Emption Lighting repairs

I am requesting a Bid Waiver in accordance with Section 3.08.050 of the Town of Waterford Code of Ordinances. The Waiver is needed for electrical contracting services to evaluate the pre-emption lights located throughout town for $27,000.

Waiving the bid requirement is in the best interest of the town because this is a state approved contractor and has been involved with the town for previous years.

PROPOSAL

Date	Proposal #
7/17/2024	595

SUPERIOR ELECTRIC, LLC
173 Pane Road
Newington, CT 06111

Town of Waterford - Fire Department
204 Boston Post Road
Waterford, CT 06385

Project
1426 - Test Pre-Emption

Description	Qty	Rate	U/M	Total
PROVIDE LABOR AND EQUIPMENT TO TEST PRE-EMPTION SYSTEMS AT 35 LOCATIONS IF DETECTORS REQUIRE MINIMAL ADJUSTMENT, DETECTORS WILL BE ADJUSTED WHILE ONSITE THE ESTIMATED QUANTITIES ARE BASED ON SURVEYING 5 SITES PER DAY ESTIMATED QUANTITIES MAY INCREASE OR DECREASE BASED ON ACTUAL DAYS REQUIRED PROVIDE A PROPOSAL TO INSTALL NEW EQUIPMENT REQUIRED TO FIX NON-FUNCTIONAL PRE-EMPTION SYSTEMS				
DAILY RATE - 2 MEN WITH BUCKET TRUCK - PORT TO PORT	7	3,500.00	EA	24,500.00
ONE TIME FEE FOR SUPERIOR ELECTRIC OWNED TEST EQUIPMENT	1	2,500.00	EA	2,500.00
THE FOLLOWING ITEMS ARE EXCLUDED: SALES TAX POLICE AND/OR CERTIFIED FLAGGERS PREVAILING WAGES BONDING PERMITS				
QUOTE VALID FOR 30 DAYS TERMS NET 30				

Subtotal	$27,000.00
Sales Tax (6.35%)	$0.00
Total	$27,000.00

Signature .....

Print Name .....

Date .....

STATE OF CT DAS
SBE MBE / WBE CERTIFIED

Contract 23PSX0243
Trade Labor Services

State of Connecticut

AND

(See Overleaf Contract Award)

23PSX0243 Contract Award		
A1 Home Improvement, LLC	J.H. LaPierre Jr. & Son, LLC	Savy & Sons
Action Construction, Inc.	JHS Restoration, Inc.	Select Fence & Guardrail, LLC
Advanced Energy Group	JLY Enterprises, LLC	Silktown Roofing, Inc.
Air Temp Mechanical Services, Inc.	Kafa Group, LLC	Spectrum Environmental, LLC
Amazon Landscaping Design & Handyman Services, LLC	Kevin Gorman	Superior Electric, LLC
Andresen Electrical Services, LLC	Lighting Services, Inc.	Superior Heating and Cooling, Inc.
Anvil CT, LLP	MAC Brothers, LLC	T & T Complete Landscaping, LLC
Artegriz, LLC	Machnik Bros., Inc.	The Chase Glass Company
Atlantic Restoration and Remodeling Group, LLC	Macri Roofing, Inc.	The John Boyle Company, Inc.
Atlas Industrial Services, LLC	Martin Laviero Contractor, Inc.	Thorogood Electric
AWL Painting, LLC	Mattern Construction, Inc.	Tim's Enterprises, LLC
Beacon Electric, Inc.	McAllen Construction, Inc.	Total Fence, LLC
Carson Associates, LLC	McMellon J Gross, LLC	Tucker Mechanical
Caruso Electric Company	Mechanical Heating and Air Conditioning, Inc.	Universal Building Controls, Inc.
Cenaxo, LLC	Mercury Electric, LLC	USA Mechanical & Energy Services, LLC
Central Mechanical Services, Inc.	Mike Alleano Plumbing Services	WC McBride Electrical Contractors, LLC
Cherry Hill Glass Co., Inc.	MJ Turner Exteriors, LLC	
Commercial Storefront Services, Inc	NEPV, LLC	West Electric, LLC
Connecticut Boiler Repair & Manufacturing Co., Inc.	New England Energy Controls, Inc.	Woodcock Refrigeration Co., Inc.
Connecticut Roofcrafters, LLC	New England Masonry & Roofing Co.	Worldwide Welding & Fabrication LLC, dba Excel Steel
Consolidated Electric, Inc.	Newington Electric Co.	WTECH22, LLC
Corbett Bernier	Northeast Industrial Floorings, Inc.	Yankee Remodeler of New London Inc.
Cornerstone Fence and Ornamental Gate, LLC	Offshore Construction, Inc.	
CT Painting, LLC	One Source FM, LLC	
D & D Construction Services, LLC	Overhead Door Company of Hartford, Inc.	
D/E/F Services Group, Ltd.	Paramount Construction, LLC	
Danielle, LLC	Pasquariello Electric Corp.	
Design to Finish General Contracting, Inc.	Pazz & Construction, LLC	
Dockside Property Services, LLC (Susan Alger)	Perfectemp, Inc.	
Duct & Vent Cleaning of America, Inc.	Pinnacle Maintenance, LLC	
Eagle Rivet Roof Services Corporation	Prime Electric, LLC	
Edgerton, Inc.	Quality Roofing Services, Inc.	
E-Tech Systems, LLC	Quality Welding, LLC	
Ferraro's Painting & Restoration, Inc.	R & C Electric, LLC	
Frank Capasso & Sons, Inc.	Red Thread Spaces, LLC	
Frankson Fence Co., Inc.	Resource Services, LLC	
G. Donovan Associates, Inc.	RFJ Associates, LLC	
G.L. Capasso, Inc.	Roadstone, LLC	
Genovesi Construction, LLC	Roberge Painting Company	
Gesco, Inc.	Ruotolo Mechanical, Inc.	
Greenwich Electric, LLC	S K Mechanical, LLC	
Guilford Fence Works, Inc.	Sal Sabia Electrical Contractors, Inc.	
Happy Jack's Door & Service	Sarazin General Contractors, Inc.	
Hartford Painting Company, LLC	SAV-MOR Cooling & Heating, Inc.	
Innovative Environmental, LLC		

This contract (the "Contract") is made by and between, contractors identified on contract award page (the "Contractor") and the State of Connecticut, acting by its Department of Administrative Services ("DAS") in accordance with sections 4a-2 and 4a-51 of the Connecticut General Statutes.

The Contractor and the State agree as follows:

1. Definitions

The following definitions apply in this Contract, except to the extent modified in Exhibit A, Deliverables Document, in which case Exhibit A, Deliverables Document controls.

a. Business Day

A day of the week recognized by the Client Agency as a workday, exclusive of Saturdays, Sundays and any State or federal holiday.

b. Claims

All actions, suits, claims, demands, investigations, and proceedings of any kind, open, pending, or threatened, whether mature, un-matured, contingent, known or unknown, at law or in equity in any forum.

c. Client Agency

Any department, commission, board, bureau, agency, institution, public authority, office, council, association, instrumentality or political subdivision of the State of Connecticut, non-profit organization organized in this State and any entity identified in Conn. Gen. Stat. Sec. 4a-54, as applicable, who is authorized and chooses to make purchases under, and pursuant to the terms of this Contract.

d. Client Agency Data

Any data or information of the Client Agency that Contractor receives or creates by any means and in any form in connection with this Contract, Deliverables or Performance, including data and information with respect to any one or more of the following: databases, systems, operations, facilities, and regulatory compliance.

e. Confidential Information

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 and residential address, 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 DAS 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.

f. Confidential Information Breach

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 Agency, the Contractor, or State.

g. Contractor Parties

Contractor's members, principals, directors, officers, shareholders, partners, managers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity or with whom Contractor contracts to Perform under this Contract in any capacity.

h. Corrective Action Plan, or CAP

A detailed written plan produced by Contractor at the request of the Client Agency to correct or resolve a Breach identified by the Client Agency in accordance with the Breach section of this Contract.

i. Deliverable

Each (1) Good, Service, or fulfillment of Performance; and (2) warranty of a Deliverable(s) that is listed in the Pricing Schedule or provided by Contractor as an element of Contractor's overall approach and solution to the requirements of this Contract. Any one of them or a combination of any of them may be developed or produced by Contractor or by a third party as a supplier or subcontractor to Contractor.

j. Deliverables Document

Exhibit A and Attachment(s) 1 through 6 which set forth and describe the Deliverables that are to be provided or made available to the State under this Contract or in a Statement of Work, as applicable, and the specific requirements and terms applicable to those Deliverables.

k. Force Majeure Event

Strikes, lockouts, riot, sabotage, rebellion, insurrection, acts of war, acts of terrorism, failure of or inadequate permanent power, fire, flood, earthquake, epidemics, natural disasters, and acts of God.

l. Goods

All things which are movable, including, but not limited to, supplies, materials, equipment, hardware, software, specially manufactured things, a component incorporated into another thing and things that are attached to real property and that may be severed from the real property without material harm to the things.

m. Goods or Services

Goods, Services or both, as specified in the Solicitation and set forth in Exhibit A, Deliverables

Document.

n. Perform

All acts and things of the Contractor and Contractor Parties, severally and collectively, that are necessary or appropriate to fulfill or accomplish this Contract fully, including the Deliverables and all other Contract obligations. The word "Perform" includes all parts of speech.

o. Price Schedule

Exhibit B to this Contract which when read in conjunction with Exhibit A, Deliverables Document, lists the Deliverables available under this Contract and establishes the components, unit pricing and price schedules for each Deliverable.

p. Purchase Order

A written or electronic document that the Client Agency issues for one or more Deliverables in accordance with the terms of this Contract.

q. Records

All working papers and such other information and materials furnished or prepared by the Contractor in Performing including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.

r. Services

The labor or work, necessary or appropriate for the Contractor to Perform.

s. Site

Location(s) specified by the Client Agency where Deliverables are to be installed, Services rendered, or materials furnished.

t. Solicitation

A State request, in whatever form issued, inviting bids, proposals or quotes for Deliverables, typified by, but not limited to, an invitation to bid, request for proposal, requests for information or request for quotes. The Solicitation and this Contract shall be governed by the statutes, regulations and procedures of DAS. The Solicitation is incorporated into and made a part of this Contract as if it had been fully set forth in it if, but only if, the Solicitation is in the form of an invitation to bid, request for information or request for quotes. A Solicitation in the form of a request for proposal is not incorporated into this Contract in its entirety, but, rather, it is incorporated into this Contract only to the extent specifically stated in Exhibit A, Deliverables Document.

u. Solicitation Response

A submittal in response to a Solicitation.

v. Specifications

Contractor's published technical and non-technical detailed descriptions of each Deliverable's

capabilities, or intended use or both, as more fully set forth in this Contract or a Statement of Work, as applicable.

w. State

The State of Connecticut, including DAS, the Client Agency and any office, department, board, council, commission, institution or other agency of the State.

x. Statement of Work ("SOW")

Statement issued in connection with a Purchase Order for a Deliverable available under this Contract which sets forth all work and payment requirements for Contractor's Performance in connection with said Purchase Order.

y. Term

The original term of this Contract plus any extensions exercised under this Contract.

z. Termination

An end to this Contract prior to the end of its Term.

aa. Title

All ownership, title, licenses, rights and interest, including, but not limited to, perpetual use, of and to the Deliverable.

2. Term of Contract; Contract Extension

This Contract will be in effect from June 1, 2024 (the "Effective Date") through May 31, 2029. DAS, in its sole discretion, may extend this Contract for additional terms beyond the Term, prior to Termination or expiration, one or more times for a combined total period not to exceed the complete length of the original Term.

3. Description of Deliverables

The Contractor shall Perform as set forth in Exhibit A, Deliverables Document.

4. Price Schedule, Payment Terms and Billing and Price Adjustments

a. Price Schedule:

Price Schedule under this Contract is set forth in Exhibit B, Price Schedule.

b. Payment Terms and Billing:

1. Payment shall be made only after the Client Agency receives and accepts the Goods or Services and after it receives a properly completed invoice. Unless otherwise specified in this Contract, payment for all accepted Goods or Services shall be due within forty-five (45) days after acceptance of the Goods or Services, or twenty-five (25) days if the Contractor is a certified small contractor or minority business enterprise as defined in Conn. Gen. Stat. § 4a-60g. The Contractor shall submit an invoice to the Client Agency for the Performance. The

invoice shall include detailed information for Goods or Services, delivered and Performed, as applicable, and accepted. Any late payment charges shall be calculated in accordance with the Connecticut General Statutes.

2. The State shall make all payments to the Contractor through electronic funds transfer via the Automated Clearing House ("ACH") or through the State of Connecticut Purchasing Card Program ("P-Card Program or P-Card") in accordance with sections 4-98(c) and 42-133ff(a) of the Connecticut General Statutes. Contractor shall enroll in ACH through the Office of the State Comptroller prior to sending any invoice to the State. The Contractor may obtain detailed information regarding ACH at: http://www.osc.ct.gov/vendor/directdeposit.html.

3. Contractor shall be equipped to receive orders issued by the Client Agency using the P-Card Program. The Contractor shall be responsible for the credit card user-handling fee associated with P-Card Program purchases. The Contractor shall charge the P-Card upon acceptance of Goods delivered to the Client Agency or Deliverables accepted.

4. Questions regarding the state of Connecticut P-Card Program may be directed to the Procurement Card Program Administrator at DAS.PCardAdmin@ct.gov.

5. Notwithstanding any language regarding Contractor price adjustments herein, the Price Schedule will be adjusted to reflect any increase in the standard or minimum wage rates that may occur during the Term of this Contract as mandated by State law and in accordance with the terms of this Section. Contractor shall provide documentation, in the form of certified payroll or other documentation acceptable to the State substantiating the amount of any increase in Contractor labor costs as a result of changes to the standard or minimum wage rates within ninety (90) days of the statutorily identified effective date of any increase in the minimum wage. Upon receipt, and verification of Contractor documentation DAS shall adjust the Price Schedule accordingly through a supplement to this Contract.

c. Price Adjustments

Prices for Deliverables listed in Exhibit B, Price Schedule shall remain unchanged for twelve (12) months following the Effective Date of this Contract. The Contractor shall have the right to request a price adjustment only during the thirty (30) days immediately preceding the annual anniversary dates of the Effective Date of this Contract during the Term of this Contract. During this thirty (30) day period, the Contractor may submit a request in writing to DAS for a price adjustment that is consistent with and relative to price changes originating with and compelled by manufacturer and/or market trends and which changes are outside of the Contractor's control. The Contractor must fully document its request, attaching to the request, without limitation, such manufacturer and market data, as support for the requested adjustment. DAS may, in its sole discretion, approve or disapprove the requested adjustment, in whole or in part. Any approved adjustment shall be final and shall remain unchanged until the next annual anniversary date of the Effective Date of this Contract. The Contractor shall submit all requests in accordance with Contract Section Notice. A request made to the Client Agency shall not be valid and the parties shall treat it as if the Contractor had not made the request at all. A request made to the Client Agency shall not be considered timely and shall not toll or extend the running of the thirty (30) days. The right of the Contractor to request a particular price adjustment shall lapse upon the expiration of the applicable thirty (30) days. If the Contractor fails to make a timely request, then the price shall remain unchanged from the previous year and shall continue through the next succeeding twelve (12) months and until the second annual anniversary of the Effective Date of this Contract, if approved, price adjustments shall become effective ten (10) days after the date of the approval. The Contractor shall honor any Purchase Order(s) issued prior to the effective date of the approval at the price in effect at the time of the issuance of the Purchase Order.

5. Prevailing Wages

Some or all of the Performance may be subject to prevailing wages. Accordingly, the following provision is included in accordance with the requirements of Conn. Gen. Stat. Sec. 31-53(a):

The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in subsection (i) of Conn. Gen. Stat. Sec. 31-53(a), shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed.

Any Contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

6. Standard Wages

Contractors shall comply with all provisions of section 31-57f of Connecticut General Statues, Standard Wage Rates for Certain Service Workers and shall pay wages in accordance with the current wage rates provided by the Connecticut Department of Labor. Information regarding this Statute and how and when it applies can be obtained from Connecticut Department of Labor's website at https://www.ctdol.state.ct.us/wgwkstnd/standardwage.htm

Questions concerning the provisions and implementation of this act should be referred to the Connecticut Department of Labor, Wage and Workplace Standards Division, 200 Folly Brook Blvd., Wethersfield, CT 06109-1114 (860) 263-6790 or the designated representative. A link to the Standard Wages can be reached at:
https://www.ctdol.state.ct.us/wgwkstnd/prevailing-rates/service/rates-service.htm

7. Order and Delivery

The Contractor shall Perform in accordance with Exhibit A, Deliverables Document and at the prices set forth in Exhibit B, Price Schedule. Except as it may otherwise be set forth in Exhibit A, Deliverables Document or Exhibit B, Price Schedule, as applicable, the Contractor shall deliver the Goods free on board ("F.O.B"). wherever specified by the Client Agency in its Purchase Order or in another communication to Contractor.

Subject to the Sections in this Contract concerning Force Majeure, Termination and Open Market Purchases, this Contract shall bind the Client Agency to order the Deliverables from the Contractor, and to pay for the accepted Deliverables in accordance with Exhibit B, Price Schedule.

8. Purchase Orders

a. This Contract itself is not an authorization for the Contractor to begin Performance in any way. The Contractor may begin Performance only after it has received a duly issued Purchase Order against this Contract for Performance.

b. The Client Agency shall issue a Purchase Order against this Contract directly to the Contractor and to no other party.

c. All Purchase Orders shall be in written or electronic form, bear the Contract number (if any) and comply with all other State and Client Agency requirements, particularly the Client Agency's requirements concerning procurement. Purchase Orders issued in compliance with such requirements shall be deemed to be duly issued.

d. A Contractor Performing without a duly issued Purchase Order in accordance with this Section does so at the Contractor's own risk.

e. The Client Agency may, in its sole discretion, deliver to the Contractor any or all duly issued Purchase Orders via electronic means only, such that the Client Agency shall not have any additional obligation to deliver to the Contractor a "hard copy" of the Purchase Order or a copy bearing any hand-written signature or other "original" marking.

9. Delivery

a. Delivery shall be made as ordered and in accordance with this Contract. Unless otherwise specified in this Contract, delivery shall be to a loading dock or receiving platform. The Contractor or Contractor's shipping designee shall be responsible for removal of Goods from the carrier and placement on the Client Agency loading dock or receiving platform. The receiving personnel of the Client Agency are not required to assist in this process. The decision of DAS as to reasonable compliance with delivery terms shall be final and binding. The burden of proof of proper receipt of the order shall rest with the Contractor.

b. In order for the time of delivery to be extended, the Client Agency must first approve a request for extension from the time specified in this Contract, such extension applying only to the particular item or shipment.

c. Goods shall be securely and properly packed for shipment, according to accepted standard commercial practice, without extra charge for packing cases, baling or sacks. The containers shall remain the property of the Client Agency unless otherwise stated in this Contract.

d. All risk of loss and damage to the Goods transfers to the Client Agency upon Title vesting in the Client Agency.

10. Time of the Essence

Time is of the essence with respect to all provisions of this Contract that specify a time for Performance; provided, however, that this provision shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Contract.

11. Waiver

a. No waiver of any Breach of this Contract shall be interpreted or deemed to be a waiver of any other or subsequent Breach. All remedies afforded in this Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in this Contract or at law or in equity.

b. A party's failure to insist on strict performance of any provision of this Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of Performance and shall not be deemed to be a waiver of any subsequent rights, remedies or Breach.

12. Goods: Standards and Appurtenances and Inspection

a. Standards and Appurtenances

Any Goods delivered must be standard new Goods, latest model, except as otherwise specifically stated in this Contract. Remanufactured, refurbished or reconditioned equipment may be accepted but only to the extent allowed under this Contract. Where this Contract does not specifically list or describe any parts or nominal appurtenances of equipment for the Goods, it

shall be understood that the Contractor shall deliver such equipment and appurtenances as are usually provided with the manufacturer's stock model.

b. Inspection

The Commissioner of DAS, in consultation with the Client Agency, shall determine the manner and prescribe the inspection of all Goods and the tests of all samples submitted to determine whether they comply with all of the Specifications in this Contract. If any Goods fail in any way to meet the Specifications in this Contract, the Client Agency or the Commissioner of DAS may, in its sole discretion, either reject it and owe nothing or accept it and pay for it on an adjusted price basis, depending on the degree to which the Goods meet the Specifications. Any decision pertaining to any such failure or rejection shall be final and binding.

13. Emergency Standby for Deliverables

If any Federal or State official, having authority to do so, declares an emergency or the occurrence of a natural disaster within the State of Connecticut, DAS and the Client Agency may request the Goods and Services on an expedited and prioritized basis. Upon receipt of such a request the Contractor shall make all necessary and appropriate commercially reasonable efforts to reallocate its staffing and other resources in order to give primary preference to Performing this Contract ahead of or prior to fulfilling, in whole or in part, any other contractual obligations that the Contractor may have. The Contractor is not obligated to make those efforts to Perform on an expedited and prioritized basis in accordance with this paragraph if doing so will make the Contractor materially breach any other contractual obligations that the Contractor may have.

Contractor shall acknowledge receipt of any request made pursuant to this paragraph within 2 hours from the time that the Contractor receives it via Purchase Order or through a request to make an expedited or prioritized purchase through the State of Connecticut P-Card Program. If the Contractor fails to acknowledge receipt within 2 hours, confirm its obligation to Perform or actually Perform, as set forth in the Purchase Order or through the P-Card Program, then DAS and the Client Agency may procure the Performance from another source without further notice to Contractor and without creating any right of recourse at law or in equity against DAS or Client Agency.

14. Data: Access

Access to Contract and State Data

The Contractor shall provide to the Client Agency access to any data, as defined in Conn. Gen Stat. Sec. 4e-1, concerning this Contract and the Client Agency that are in the possession or control of the Contractor upon demand and shall provide the data to the Client Agency in a format prescribed by the Client Agency and the State Auditors of Public Accounts at no additional cost.

15. Rejected Items; Abandonment

a. The Contractor may deliver, cause to be delivered, or, in any other way, bring or cause to be brought, to any State premises or other destination, Goods, as samples or otherwise, and other supplies, materials, equipment or other tangible personal property. The State may, by written notice and in accordance with this Contract, direct the Contractor to remove any or all such Goods ("the "Rejected Goods") and any or all other supplies, materials, equipment or other tangible personal property (collectively, the "Contractor Property") from and out of State premises and any other location which the State manages, leases or controls. The Contractor shall remove the Rejected Goods and the Contractor Property in accordance with the terms and conditions of the written notice. Failure to remove the Rejected Goods or the Contractor Property in accordance with the terms and conditions of the written notice shall mean, for itself and all Contractor Parties, that:

1. they have voluntarily, intentionally, unconditionally, unequivocally and absolutely abandoned and left unclaimed the Rejected Goods and Contractor Property and relinquished all ownership, title, licenses, rights, possession and interest of, in and to (collectively, "Title") the Rejected Goods and Contractor Property with the specific and express intent of (A) terminating all of their Title to the Rejected Goods and Contractor Property, (B) vesting Title to the Rejected Goods and Contractor Property in the State of Connecticut and (C) not ever reclaiming Title or any future rights of any type in and to the Rejected Goods and Contractor Property;

2. there is no ignorance, inadvertence or unawareness to mitigate against the intent to abandon the Rejected Goods or Contractor Property;

3. they vest authority, without any further act required on their part or the State's part, in the Client Agency and the State to use or dispose of the Rejected Goods and Contractor Property, in the State's sole discretion, as if the Rejected Goods and Contractor Property were the State's own property and in accordance with law, without incurring any liability or obligation to the Contractor or any other party;

4. if the State incurs any costs or expenses in connection with disposing of the Rejected Goods and Contractor Property, including, but not limited to, advertising, moving or storing the Rejected Goods and Contractor Property, auction and other activities, the State shall invoice the Contractor for all such cost and expenses and the Contractor shall reimburse the State no later than thirty (30) days after the date of invoice; and

5. they do remise, release and forever discharge the State and its employees, departments, commissions, boards, bureaus, agencies, instrumentalities or political subdivisions and their respective successors, heirs, executors and assigns (collectively, the "State and Its Agents") of and from all Claims which they and their respective successors or assigns, jointly or severally, ever had, now have or will have against the State and Its Agents arising from the use or disposition of the Rejected Goods and Contractor Property.

b. The Contractor shall secure from each Contractor Party, such document or instrument as necessary or appropriate as will vest in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to give full effect to all of the terms and conditions of this Section. The Contractor shall provide, no later than fifteen (15) days after receiving a request from the State, such information as the State may require to evidence, in the State's sole determination, compliance with this Section.

16. Reserved

17. Reserved

18. Working and Labor Synergies

The Contractor shall be responsible for maintaining a tranquil working relationship between the Contractor work force, the Contractor Parties, their work force, State employees, and any other contractors present at the work site. The Contractor shall quickly resolve all labor disputes which result from the Contractor's or Contractor Parties' presence at the work site, or other action under their control. Labor disputes shall not be deemed to be sufficient cause to allow the Contractor to make any claim for additional compensation for cost, expenses or any other loss or damage, nor shall those disputes be deemed to be sufficient reason to relieve the Contractor from any of its obligations under this Contract.

19. Background Checks

The Contractor and Contractor Parties shall submit to and incur the cost of fingerprint supported federal and state criminal history background checks as may be required by the State, the State of Connecticut Department of Emergency Services and Public Protection, or as provided for in any State document that governs procedures for background checks. The Contractor and Contractor Parties shall cooperate fully as necessary or reasonably requested with the State and its agents in connection with such background checks.

20. Contractor Guaranties

a. Contractor shall:

1. Perform fully under this Contract;

2. Guarantee the Goods or Services against defective material or workmanship and to repair any damage or marring occasioned in transit or, at the Client Agency's option, replace them;

3. Furnish adequate protection from damage for all work and to repair damage of any kind, for which its workers are responsible, to the Site, Goods, the Contractor's work or that of Contractor Parties;

4. With respect to the provision of Services, pay for all permits, licenses and fees and give all required or appropriate notices.

5. Adhere to all Contractual provisions ensuring the confidentiality of Records that the Contractor has access to and are exempt from disclosure under the State's Freedom of Information Act or other applicable law; and

6. Neither disclaim, exclude nor modify the implied warranties of fitness for a particular purpose or of merchantability.

21. Representations and Warranties Regarding Motor Vehicles

If in the course of Performance or in any other way related to this Contract the Contractor at any time uses or operates "motor vehicles," as that term is defined by Conn. Gen. Stat. §14-1 (including, but not limited to such services as snow plowing, sanding, hauling or delivery of materials, freight or merchandise, or the transportation of passengers), the Contractor, represents and warrants for itself and the Contractor Parties, that:

a. it is the owner of record or lessee of record of each such motor vehicle used in the Performance of this Contract, and each such motor vehicle is duly registered with the Connecticut Department of Motor Vehicles ("ConnDMV") in accordance with the provisions of Chapter 246 of the Connecticut General Statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV, for any reason or cause. If such motor vehicle is not registered with ConnDMV, then it shall be duly registered with another state or commonwealth in accordance with such other states or commonwealth's applicable statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by such other state or commonwealth for any reason or cause.

b. each such motor vehicle shall be fully insured in accordance with the provisions of Sections 14-12b, 14-112 and 38a-371 of the Connecticut General Statutes, as amended, in the amounts required by the said sections or in such higher amounts as have been specified by ConnDMV as a condition for the award of this Contract, or in accordance with all substantially similar provisions imposed by the law of the jurisdiction where the motor vehicle is registered.

c. each Contractor Party who uses or operates a motor vehicle at any time in the Performance of this Contract shall have and maintain a motor vehicle operator's license or commercial driver's license of the appropriate class for the motor vehicle being used or operated. Each such license shall bear the endorsement or endorsements required by the provisions of Section 14-36a of the Connecticut General Statutes, as amended, to operate such motor vehicle, or required by substantially similar provisions imposed by the law of another jurisdiction in which the operator is licensed to operate such motor vehicle. The license shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV or such other jurisdiction for any reason or cause.

d. each motor vehicle shall be in full compliance with all of the terms and conditions of all provisions of the Connecticut General Statutes and regulations, or those of the jurisdiction where the motor vehicle is registered, pertaining to the mechanical condition, equipment, marking and operation of motor vehicles of such type, class and weight, including, but not limited to, requirements for intrastate carriers with motor vehicles having a gross vehicle weight rating or gross combination weight rating or gross vehicle weight or gross combination weight of 18,001 pounds or more or interstate carriers with motor vehicles having a gross vehicle weight rating or gross combination weight rating or gross vehicle weight or gross combination weight of 10,001 pounds or more otherwise described by the provisions of Conn. Gen. Stat. § 14-163c(a) and all applicable provisions of the Federal Motor Carrier Safety Regulations, as set forth in Title 49, Parts 382 to 399, inclusive, of the Code of Federal Regulations. If the Contractor is a "motor carrier," as that term is defined in section 49 CFR Part 390, and the Contractor is subject to an order issued by the Federal Motor Carrier Safety Administration that prohibits such Contractor from operating or allowing the operation of a motor vehicle, then the Contractor shall comply fully with such order. In addition, if a motor vehicle or its operator is declared out of service pursuant to Conn. Gen. Stat. § 14-163c(d)(4), then the Contractor shall not operate or allow the operation of that motor vehicle and shall not allow the operator to operate a motor vehicle while the respective subject out-of-service order is in effect.

22. Sales and Use Report

Contractor shall deliver a sales and use report on a quarterly basis, in form and content as pre-approved by DAS or the Client Agency. The Contractor shall deliver the report within ten (10) days following the end of each calendar quarter. The Contractor shall provide the Client Agency with any additional reports as the Client Agency may request from time to time within ten (10) days following receipt of the Client Agency's written request. Timely submission of these reports is a material requirement of this Contract. All Title and property rights and interests in and to the reports and the data in the media containing the reports at all times is and will always remain vested in the State. At no time will Contractor have Title to such reports, data or media, wherever located. Accordingly, the Client Agency shall have a perpetual, irrevocable, non-exclusive, transferable right to display, modify, copy and otherwise use the reports, data, and information provided under this Section.

23. Breach

a. If one party (the "Non-breaching Party") determines that the other (the "Breaching Party") has failed to comply with any of the Breaching Party's corresponding Contract obligations (a "Breach"), then the Non-Breaching Party shall provide written notice of such failure to the Breaching Party in accordance with this Contract. The Non-breaching Party must provide the Breaching Party an opportunity to remedy the Breach within thirty (30) calendar days from the date of the notice. However, if Contractor is the Breaching Party, then the Client Agency may set forth any remedy period in the notice, so long as that period is otherwise consistent with the provisions of this Contract. The period set forth in the notice is known as the "Remedy Period." The Non-Breaching Party shall extend the Remedy Period if it is satisfied that the Breaching Party is making a good faith effort to remedy the Breach, but the nature of the Breach is such that it cannot be remedied within the Remedy Period.

b. If the Client Agency determines that the Contractor has committed a Breach, then the Client Agency may require the Contractor to, and Contractor shall, prepare and submit to the Client Agency a CAP in connection with the identified Breach. Contractor shall provide in the CAP a detailed explanation of the deficiencies and other factors that contributed to the cited Breach, Contractor's assessment or diagnosis of Breach (identifying the deficiencies and factors in reasonable detail, with references to the applicable Specifications), and a specific proposal to remedy or resolve the Breach. Contractor shall submit the CAP to the Client Agency within (10) Business Days following the Client Agency's request for the CAP for the Client Agency's review and approval. Within (10) Business Days of receiving the CAP, the Client Agency must either approve the CAP, or reject it by delivering to Contractor a written explanation for the rejection. If the Client Agency fails to accept or reject the CAP within the (10) Business Days, then the CAP is deemed to have been approved, without more. The Client Agency's explanation for the rejection must include suggestions for changes to the CAP and the Contractor shall address the suggestions in such a manner to make it likely that the Client Agency will approve the CAP when the Contractor re-submits it to the Client Agency for review and approval. If the Client Agency rejects a CAP, then the parties will repeat this submittal and review process until the earliest of one of the following: (1) the Client Agency accepts a CAP, (2) the Client Agency waives its right to receive a CAP, (3) Contractor remedies the Breach, (4) the Client Agency waives the Breach, or (5) the Client Agency makes a determination to Terminate this Contract. After the first rejection, each of the parties will have (5) Business Days, instead of (10) Business Days, within which to review the CAP. Each subsequent revision and review will be for up to (3) Business Days each instead of (10) or (5) Business Days.

c. If the Client Agency determines that the Contractor has Breached this Contract, then the Client Agency may withhold payment in whole or in part for any amounts due pending resolution of the Performance issue, provided that the Client Agency notifies Contractor in writing prior to the date that the payment would have been due.

d. For purposes of the Client Agency determining whether there is a Breach under this Contract, or whether any statement in the Representations and Warranties Section of this Contract is false or misleading, the parties deem the Acts of the Contractor Parties to be the Acts of the Contractor itself, as if the Contractor itself was the subject of the Acts which the Client Agency considers in determining if there was a Breach, or an instance of false or misleading statements, or both.

e. The written notice of the Breach may include an effective Termination date. If the identified Breach is not remedied by the stated Termination date, unless otherwise modified by the Non-breaching Party in writing before such 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 Termination date, then the Non-breaching Party shall provide the Breaching Party no less than twenty-four (24) hours' prior written notice before terminating this Contract.

f. Notwithstanding any provisions in this Contract, DAS may terminate this Contract with no Remedy Period for Contractor's Breach or violation of any of the representations or warranties in this Contract and revoke any consent to assignments given as if the assignments had never been requested or consented to, without liability to Contractor or Contractor Parties or any third party. Termination under this Breach section is subject to the provisions of the Termination Section of this Contract. In case of such revocation or Termination, the Client Agency will have no liability or responsibility to Contractor or Contractor Parties or any third party, or any of them, resulting from the Termination or revocation.

g. None of the State's rights under this Breach Section diminishes the State's rights under the Termination Section of this Contract.

24. Termination

a. Notwithstanding any provisions in this Contract, DAS, through a duly authorized employee, may Terminate this Contract whenever DAS makes a written determination that such Termination is in the best interests of the State. DAS 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 this Contract prior to such date.

b. Notwithstanding any provisions in this Contract, either party, through a duly authorized employee, may, after making a written determination that the other party has Breached this Contract and has failed to remedy the Breach, Terminate this Contract in accordance with the Breach Section of this Contract.

c. Notices of Termination must be sent certified in accordance with the Notice Section of this Contract. Upon receiving the Termination notice from DAS, the Contractor shall immediately modify or discontinue all Performance affected in accordance with the terms of the notice, undertake commercially reasonable efforts to mitigate any losses or damages and deliver to DAS or the Client Agency (as directed in the notice) all Records. The Records are deemed to be the property of the State and the Contractor shall deliver them to DAS or the Client Agency (as directed in the notice) no later than thirty (30) days after the Termination of this Contract or fifteen (15) days after the Contractor receives a written request from DAS 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. Except for any work which DAS 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 Client Agency shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Client Agency in accordance with Exhibit A, Deliverables Document or a SOW, as applicable, 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 Client Agency will not tender to the Contractor any payments for anticipated or lost profits. Upon request by the Client Agency, the Contractor shall assign to the Client Agency, or any replacement contractor which the Client Agency designates, all subcontracts, Purchase Orders and other commitments, deliver to the Client 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 DAS or the Client Agency (as directed in the notice) may request.

f. Upon Termination of this 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 this Contract shall survive such Termination to the extent not otherwise limited in this Contract and without each one of them having to be specifically mentioned in this Contract.

g. Termination of this Contract pursuant to this Section shall not be deemed to be a Breach of contract by DAS or the Client Agency.

25. Continued Performance

The Contractor and Contractor Parties shall continue to Perform their obligations under this Contract while any dispute concerning this Contract is being resolved.

26. Open Market Purchases

Failure of the Contractor to Perform within the time specified in this Contract, or failure to replace rejected or substandard Goods or fulfill unperformed Services when so requested and as this Contract provides or allows, constitutes a Breach of this Contract and as a remedy for such Breach, such failure shall constitute authority for DAS, if it deems it to be necessary or appropriate in its sole discretion, to Terminate this Contract and/or to purchase on the open market, Goods or Services to replace those which have been rejected, not delivered, or not Performed. The Client Agency shall invoice the Contractor for all such purchases to the extent that they exceed the costs and expenses in Exhibit B, Price Schedule and the Contractor shall pay the Client Agency's invoice immediately after receiving the invoice. If DAS does not Terminate this Contract, the Client Agency will deduct such open market purchases from this Contract's quantities. However, if the Client Agency deems it to be in the best interest of the State, the Client Agency may accept and use the Goods or Services delivered which are substandard in quality, subject to an adjustment in price to be determined by the Client Agency.

27. Setoff

The State, in its sole discretion, may setoff and withhold (1) any costs or expenses including but not limited to costs or expenses such as overtime, that the State incurs resulting from the Contractor's unexcused Breach under this Contract and under any other agreement or arrangement that the Contractor has with the State and (2) any other amounts of whatever nature that are due or may become due from the State to the Contractor, against amounts otherwise due or that may become due to the Contractor under this Contract, or under any other agreement or arrangement that the Contractor has with the State. The State's right of setoff and to withhold shall not be deemed to be the State's exclusive remedy for the Contractor's or Contractor Parties' Breach of this Contract, all of which shall survive any setoffs and withholdings by the State.

28. Cross-Default

a. If the Contractor or Contractor Parties Breach, default or in any way fail to Perform satisfactorily under this Contract, then DAS may, in its sole discretion, without more and without any action whatsoever required of the State, treat any such event as a breach, default or failure to perform under any or all other agreements or arrangements ("Other Agreements") that the Contractor or Contractor Parties have with DAS. Accordingly, DAS may then exercise at its sole option any and all of its rights or remedies provided for in this Contract or Other Agreements, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of DAS, as if the Contractor or Contractor Parties had suffered a breach, default or failure to perform under the Other Agreements.

b. If the Contractor or Contractor Parties breach, default or in any way fail to Perform satisfactorily under any or all Other Agreements with DAS or the State, then DAS may, in its sole discretion, without more and without any action whatsoever required of the State, treat any such event as a breach, default or failure to Perform under this Contract. Accordingly, the State may then exercise at its sole option any and all of its rights or remedies provided for in the Other Agreements or this Contract, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of DAS or the State, as if the Contractor or Contractor Parties had suffered a breach, default or failure to Perform under this Contract.

29. Sovereign Immunity

The parties acknowledge and agree that nothing in this 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 this Contract. To

the extent that this Section conflicts with any other Section, this Section shall govern.

30. Representations and Warranties

Contractor represents and warrants to the State for itself and, as applicable, the Contractor Parties that:

a. each is a duly and validly existing under the laws of each such entity's respective states of organization and authorized to conduct business in the State of Connecticut in the manner contemplated by this Contract. Further, as appropriate, each has taken all necessary action to authorize the execution, delivery and Performance of this Contract and have the power and authority to execute, deliver and Perform its obligations under this Contract;

b. each will comply with all applicable State and Federal laws and municipal ordinances in satisfying its obligations to the State under and pursuant to this Contract, including, but not limited to (1) Connecticut General Statutes Title 1, Chapter 10, concerning the State's Codes of Ethics; Title 4a, Chapter 51 concerning State purchasing; and (3) Title 22a, Chapter 446c, section 22a-194a concerning the use of polystyrene foam;

c. the execution, delivery and Performance of this Contract will not violate, be in conflict with, result in a Breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law; (2) any order of any court or the State; or any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;

d. each is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity;

e. as applicable, each has not, within the three years preceding the Effective Date of this Contract, in any of their current or former jobs, been convicted of, or had a civil judgment rendered against them or against any person who would Perform under this Contract, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or Performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records or property, making false statements, or receiving stolen property;

f. each is not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed above;

g. they have notified DAS in writing whether they have had any contracts with any governmental entity Terminated for cause within the three (3) years preceding the Effective Date;

h. none has employed or retained any entity or person, other than a bona fide employee working solely for them, to solicit or secure this Contract and it has not paid or agreed to pay any entity or person, other than a bona fide employee working solely for them, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Contract or any assignments made in accordance with the terms of this Contract;

i. to the best of each entity's knowledge, there are no Claims involving Contractor or Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under this Contract;

j. each shall disclose, to the best of its knowledge, to the State in writing any Claims involving it that would be required disclosure on Form 8-K of the Securities Exchange Act of 1934 no later than

ten (10) calendar days after becoming aware or after it should have become aware of any such Claims. For purposes of the Contractor's obligation to disclose any Claims to the State, the ten (10) calendar days in the Section of this Contract concerning disclosure of Contractor Parties litigation shall run consecutively with the ten (10) days provided for in this representation and warranty;

k. each entity's participation in the Solicitation process is not a conflict of interest or a breach of ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State's Code of Ethics;

l. the proposal submitted by Contractor in response to the Solicitation was not made in connection or concert with any other person, entity or proposer, including any affiliate (as defined in the Tangible Personal Property Section of this Contract) of the proposer, submitting a proposal for the same Solicitation, and is in all respects fair and without collusion or fraud;

m. each is able to Perform under this Contract using their own resources or the resources of a party who has not submitted a proposal;

n. if Contractor does not have plenary authority to make the representations and warranties in this Section, as applicable, on behalf of Contractor Parties, then Contractor shall enter into a written contract with Contractor Parties, in which contract Contractor Parties shall make all of the applicable representations and warranties in this Section;

o. each has paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut; they have a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;

p. none owes unemployment compensation contributions;

q. none is delinquent in the payment of any taxes owed, or, that they have filed a sales tax security bond, and they have, if and as applicable, filed for motor carrier road tax stickers and have paid all outstanding road taxes;

r. all of each entity's vehicles have current registrations and, unless such vehicles are no longer in service, they shall not allow any such registrations to lapse;

s. each Contractor Party has vested in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to ensure full compliance with and Performance in accordance with all of the terms of this Contract and that all appropriate parties shall also provide, no later than fifteen (15) days after receiving a request from DAS or the Client Agency, such information as DAS or the Client Agency may require to evidence, in their sole determination, compliance with this Section;

t. each either owns or has the authority to use all the Deliverables;

u. to the best knowledge of Contractor, the Deliverables do not infringe or misappropriate any patent, copyright, trade secret or other intellectual property right of a third party;

v. to the best knowledge of Contractor, the Client Agency's use of any Deliverables in a manner consistent with this Contract shall not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;

w. if any party shall procure any Deliverables, they shall sublicense such Deliverables and that the Client Agency shall be afforded the full benefits of any manufacturer or subcontractor licenses for the use of the Deliverables; and

x. each shall assign or otherwise transfer to the Client Agency or afford the Client Agency the full benefits of any manufacturer's warranty for the Deliverables, to the extent that such warranties are assignable or otherwise transferable to the Client Agency.

31. 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 this Contract, in order to give full effect to this Contract and to carry out the intent of this Contract.

32. Advertising

The Contractor shall not refer to sales to the State for advertising or promotional purposes, including, but not limited to, posting any material or data on the Internet, without DAS' prior written approval.

33. Contractor Changes

The Contractor shall notify DAS in writing no later than ten (10) days from the effective date of any change in:

a. its certificate of incorporation or other organizational document;

b. more than a controlling interest in the ownership of the Contractor; or

c. the individual(s) in charge of the Performance.

This change shall not relieve the Contractor of any responsibility for the accuracy and completeness of the Performance. DAS, after receiving written notice by the Contractor of any such change, may require such agreements, releases and other instruments evidencing, to DAS' satisfaction, that any individuals retiring or otherwise separating from the Contractor have been compensated in full or that provision has been made for compensation in full, for all work performed under terms of this Contract. The Contractor shall deliver such documents to DAS in accordance with the terms of DAS' written request. DAS may also require, and the Contractor shall deliver, a financial statement showing that solvency of the Contractor is maintained. The death of any Contractor Party, as applicable, shall not release the Contractor from the obligation to Perform under this Contract; the surviving Contractor Parties, as appropriate, must continue to Perform under this Contract until Performance is fully completed.

34. Contractor Responsibility

a. The Contractor shall be responsible for the entire Performance under this Contract regardless of whether the Contractor itself Performs. The Contractor shall be the sole point of contact concerning the management of this Contract, including Performance and payment issues. The Contractor is solely and completely responsible for adherence by the Contractor Parties to all applicable provisions of this Contract.

b. The Contractor shall exercise all reasonable care to avoid damage to the State's property or to property being made ready for the State's use, and to all property adjacent to any work site. The Contractor shall promptly report any damage, regardless of cause, to the State.

35. Security and/or Property Entrance Policies and Procedures

Contractor shall adhere to established security and/or property entrance policies and procedures for

each Client Agency. It is the responsibility of Contractor to understand and adhere to the Client Agency's policies and procedures prior to entering the Client Agency Site to Perform under this Contract.

36. Disclosure of Contractor Parties Litigation

Contractor shall require that all Contractor Parties, as appropriate, disclose in writing to Contractor, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under this Contract, no later than ten (10) calendar days after becoming aware of or after they should have become aware of any such Claims.

37. Protection of Confidential Information

a. Contractor and Contractor Parties have a duty to and shall, at their own expense, 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 the highest current industry standards and best practices, as they may be amended from time to time.

b. Contractor and all Contractor Parties shall develop, implement and maintain a comprehensive written information security policy for the protection of Confidential Information that meets or exceeds current industry standards and best practices as they may be amended from time to time. The safeguards contained in the written information security policy must meet or exceed the standards for the protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and State law and in written policy of the Client Agency or DAS 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 and an auditable electronic system of logging and tracking the viewing, accessing or both of Confidential Information;

   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 and storage media or that is being transmitted electronically.

c. Contractor and Contractor Parties shall notify DAS, the Client Agency and the Connecticut Office of the Attorney General as soon as practical, but no later than the next Business Day, 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 which, in the sole opinion of the Client Agency after consultation with the Attorney General, constitutes a breach of security as defined in Connecticut General Statutes, § 36a- 701b, or otherwise (Breach), the Contractor shall, within three (3) Business Days after the notification, present a credit monitoring and protection plan to the Commissioner of DAS, the Client Agency, and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring and 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 Breach. Neither Contractor's nor any Contractor Party's costs and expenses for the credit monitoring and protection plan shall be recoverable from DAS, the Client Agency, or any State of Connecticut entity or any affected individuals and shall be outside of any liability cap or limitation contained in this Contract.

d. 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 the provisions of this Contract concerning the obligations of the Contractor to the Client Agency or DAS.

38. Confidentiality; Non-Disclosure

The State shall exercise at least the same degree of care to safeguard any trade secrets or confidential information of Contractor as the State does its own property of a similar nature and shall take reasonable steps to ensure that neither the confidential information of Contractor nor any part of it will be disclosed for reasons other than its own business interests. Such prohibition on disclosures does not apply to disclosures by the State to its employees, agents or representatives, provided such disclosures are reasonably necessary to the State's use of the Deliverable, and provided further that the State will take all reasonable steps to ensure that the Deliverable is not disclosed by such parties in contravention of this Contract. The State's performance of the requirements of this Section shall be subject to the State of Connecticut Freedom of Information Act ("FOIA").

All Records, Client Agency Data, and any Data owned by the State in any form, in the possession of the Contractor or Contractor Parties, whether uploaded, collected, stored, held, hosted, located or utilized by Contractor and Contractor Parties directly or indirectly, must remain within the continental United States.

39. Disclosure of Records Concerning Governmental Functions

This Contract may be subject to the provisions of Section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of Sections 1-205 and 1-206 of the Connecticut General Statutes.

40. 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. Contractor shall maintain, and shall require each Contractor Party to maintain, accurate and complete Records. 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. Contractor shall 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.

e. 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 (1) final payment under this Contract, or (2) 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. 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. Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

41. 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 Client 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 shall comply with federal and State single audit standards as applicable.

42. Indemnification

a. 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 this Contract for 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 this Contract. Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this Section. 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 non-copyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.

b. Contractor shall not be responsible for indemnifying, defending or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.

c. Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of Contractor or any Contractor Parties. The State shall give Contractor reasonable notice of any such Claims.

d. Contractor's duties under this Section shall remain fully in effect and binding in accordance with the terms of this 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 or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims or both.

e. Contractor shall carry and maintain at all times during the Term of this Contract, and during the time that any provisions survive the Term of this Contract, sufficient commercial general liability insurance to satisfy its obligations under this Contract.

f. This Section shall survive the Termination of this Contract and shall not be limited by reason of any insurance coverage.

43. Forum and Choice of Law

The parties deem this 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 this 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.

44. Assignment

The Contractor shall not assign any of its rights or obligations under this Contract, voluntarily or otherwise, in any manner without the prior written consent of DAS. DAS may void any purported assignment in violation of this Section and declare the Contractor in breach of Contract. Any Termination by DAS for a breach is without prejudice to DAS' or the State's rights or possible Claims.

45. Tangible Personal Property

a. Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:

1. For the Term, Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus with the State under the provisions of Chapter 219 to be required to collect Connecticut use tax;

2. A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;

3. Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in this Contract if any, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;

4. Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and

5. Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in this Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under Chapter 219 of the Connecticut General Statutes.

b. For purposes of this Section of this Contract, the word "Affiliate" means any person, as defined in section 12-1 of the Connecticut General Statutes, that controls is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten percent of the voting securities of the other person. The term "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.

c. Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.

46. Americans with Disabilities Act

Contractor represents that it is familiar with the terms of the Americans with Disabilities Act, 42 U.S.C. §§12101 et seq, and that it is in compliance with the law. Failure of Contractor to satisfy this standard either now or during the Term as it may be amended will render this Contract voidable at the option of the State upon notice to Contractor. Contractor warrants that it will hold the State harmless from any liability that may be imposed upon the State as a result of any failure of Contractor to be in compliance with the Americans with Disabilities Act.

47. Reserved

48. 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 State'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.

49. Non-Discrimination

a. For purposes of this Section, the following terms are defined as follows:

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

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in C.G.S. § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in the immediately preceding enumerated items (1), (2), (3),or (4).

b. (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

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

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

e. The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with,

litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

f. The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

g. (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

h. The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

i. Pursuant to subsection (c) of section 4a-60 and subsection (b) of section 4a-60a of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this section and that it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such sections. The Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations under such sections, (B) signing this Contract, or (C) initialing this nondiscrimination affirmation in the following box: ☐

50. Whistleblower Provision

This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of such statute, Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty percent of the value of this Contract. Each violation shall be

a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

51. Summary of State Ethics Laws

Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes (a) the State has provided to the Contractor the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes, which summary is incorporated by reference into and made a part of this Contract as if the summary had been fully set forth in this Contract; (b) the Contractor represents that the chief executive officer or authorized signatory of the Contract and all key employees of such officer or signatory have read and understood the summary and agree to comply with the provisions of state ethics law; (c) prior to entering into a contract with any subcontractors or consultants, the Contractor shall provide the summary to all subcontractors and consultants and each such contract entered into with a subcontractor or consultant on or after July 1, 2021, shall include a representation that each subcontractor or consultant and the key employees of such subcontractor or consultant have read and understood the summary and agree to comply with the provisions of state ethics law; (d) failure to include such representations in such contracts with subcontractors or consultants shall be cause for Termination of the Contract; and (e) each contract with such contractor, subcontractor or consultant shall incorporate such summary by reference as a part of the contract terms.

52. 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 represents 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.

53. Reserved

54. Reserved

55. Reserved

56. Reserved

57. Force Majeure

a. The parties shall not be excused from their respective Contract obligations except in the case of Force Majeure Events and as otherwise provided for in this Contract.

b. If a Force Majeure Event prevents a party from complying with any obligation or satisfying any conditions under this Contract, then that failure to comply will not constitute a Breach if (A) that party uses reasonable efforts to comply; (B) that party's failure to comply is not due to its failure to (i) take reasonable measures to protect itself against Force Majeure Events or (ii) develop and maintain a reasonable contingency plan to respond to Force Majeure Events; and (C) that party complies with its obligations under subsection (c) of this Section.

c. If a Force Majeure Event occurs, then the noncomplying party shall promptly notify the other party of occurrence of that Force Majeure Event, its effect on its obligations under this Contract, and how long the noncomplying party expects the noncompliance to last. Thereafter, the noncomplying party shall update that information as reasonably necessary, or as the other party may reasonably request, whichever is more frequent. During a Force Majeure Event, the noncomplying party shall use reasonable efforts to limit damages to the other party and to resume complying with its Performance and obligations under this Contract.

d. Failure to provide written notice of any Force Majeure Event as soon as the failing party becomes aware of it, or failure by the other party to Act in response to the notice, does not excuse any delays or failures in Performance or obligations.

58. Notice

a. All notices, demands, requests, consents, approvals or other communications required or permitted to be given or which are given with respect to this Contract (for the purpose of this Section collectively called "Notices") shall be deemed to have been effected at such time as the notice is placed in the U.S. mail, first class and postage pre-paid, return receipt requested or placed with a recognized, overnight express delivery service that provides for a return receipt. All such Notices shall be in writing and shall be addressed as follows:

If to DAS:

State of Connecticut Department of Administrative Services
Procurement Division
450 Columbus Boulevard, Suite 1202
Hartford, CT 06103

Attention: Madelyne Colon

If to the Contractor:

At the address set forth on the multiple supplier contract summary on CTSource.

b. Details regarding invoices and all technical or day-to-day administrative matters pertaining to this Contract shall be directed to:

Client Agency: The individual specified in the applicable Purchase Order.

Contractor: The individual designated by Contractor in the response to the Solicitation or as the Contractor may otherwise designate in writing to the Client Agency.

59. Headings

The headings given to the Sections in this Contract are inserted only for convenience and are in no way to be construed as part of this Contract or as a limitation of the scope of the particular Section to which the heading refers.

60. Number and Gender

Whenever the context so requires, the plural or singular shall include each other and the use of any gender shall include all genders.

61. Amendments, Supremacy, Entirety of Contract

No amendment to or modification of this Contract shall be valid or binding unless made in writing, signed by the parties and, if applicable, approved by the Connecticut Attorney General. Any and all Purchase Orders, Statements of Work or other documents authorized in connection with this Contract shall be subject to the terms of this Contract. Any additional terms within any such Purchase Order, Statement of Work, or other document that contradict the terms of this Contract shall have no force or effect and shall in no way affect, change or modify any of the terms of this Contract. This Contract contains the complete and exclusive statement of the terms agreed to by the parties.

62. Severability

If any term or provision of this Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of this 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 this Contract shall be valid and enforced to the fullest extent possible by law.

63. Risk of Loss and Insurance

The State shall not be liable to Contractor for any risk of Deliverable loss or damage while Deliverables are in transit, or while in the Client Agency's possession, except when such loss or damage is due directly to the Client Agency's negligence or intentional misconduct. Nothing in this Section is intended nor shall it be construed, in any manner, as waiving or compromising the sovereign immunity of the State.

The insurance required by this Section shall be written on an occurrence basis as opposed to a "claims made" basis and shall be on such forms, and contain such endorsements and terms, as shall be acceptable to DAS.

Before commencing Performance, the Contractor shall obtain and maintain at its own cost and expense for the Term of this Contract, the insurance described below. Contractor shall assume any and all deductibles in the described insurance policies. The Contractor's insurers shall have no right of recovery or subrogation against the State and the described Contractor's insurance shall be primary coverage. Any failure to comply with the claim reporting provisions of the policy shall not affect coverage provided to the State.

a. Commercial General Liability

Throughout the Term and during the time that any provisions survive the Term, Contractor shall maintain, at Contractor's sole cost and expense, a policy or policies of commercial general liability insurance, including contractual liability coverage, in an amount not less than $1,000,000 for all damages arising out of bodily injuries to, or death of, all persons and injuries to or destruction of property, in any one accident or occurrence, and, subject to that limit per accident, a total (or aggregate) limit of $2,000,000 per occurrence for all damages arising out of bodily injuries to, or death of, all persons and injuries to or destruction of property per policy period. The Contractor shall cause the State and its officers, agents, and employees 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 DAS all in an electronic format acceptable to DAS prior to the Effective Date evidencing such coverage. The Contractor shall not begin Performance until the delivery of these 3 documents to DAS. Contractor shall provide an annual electronic update of the 3 documents to DAS on or before each anniversary of the Effective Date during the Term. The State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the State is

contributorily negligent, but only for that portion of the negligence attributable to the Contractor and not for that portion of the negligence attributable to the State.

b. Automobile Liability

$1,000,000 combined single limit per accident for bodily injury and property damage. Coverage extends to owned, hired and non-owned automobiles. If the Contractor does not own an automobile, but one is used in the execution of this Contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of this Contract, then automobile coverage is not required.

c. Workers' Compensation and Employer's Liability

Contractor shall maintain Worker's Compensation and Employer's Liability insurance in compliance with the laws of the state of Connecticut, which coverage shall include Employer's Liability coverage with minimum limits of $100,000 for each accident, $500,000 for disease, and $100,000 for each employee, per policy period.

d. Excess / Umbrella Liability

Excess/umbrella liability insurance may be included to meet minimum requirements. Umbrella coverage must indicate the existing underlying insurance coverage.

e. Reserved

f. Reserved

g. Reserved

64. DAS Approval of Subcontractors

DAS must approve any and all subcontractors utilized by the Contractor prior to any such subcontractor commencing any work. Contractor acknowledges that any work provided under this Contract to any State entity is work conducted on behalf of the State and that the Commissioner of DAS or his/her designee may communicate directly with any subcontractor as the State deems to be necessary or appropriate. Contractor must be responsible for all payment of fees charged by the subcontractor(s). A performance evaluation of any subcontractor must be provided promptly by the Contractor to DAS upon request. Contractor must provide the majority of the work associated with this Contract. It is understood that there may be times where conflicts due to scheduling may arise, which would lend the Contractor to utilize subcontractors to meet the Client Agency's needs. When this occurs, Contractor must alert DAS for approval of desired subcontractor before work is started.

65. Iran Energy Investment Certification

a. Pursuant to Conn. Gen. Stat. § 4-252a, the Contractor certifies that it has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date.
b. If the Contractor makes a good faith effort to determine whether it has made an investment described in subsection (a) of this Section then the Contractor shall not be deemed to be in breach of the Contract or in violation of this Section. A "good faith effort" for purposes of this subsection includes a determination that the Contractor is not on the list of persons who

engage in certain investment activities in Iran created by the Department of General Services of the state of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the State or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the Contract.

66. Large State Contract Representation for Contractor

Pursuant to Conn. Gen. Stat. § 4-252 and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the Contractor, for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal, represents:

(1) That no gifts were made by (A) the Contractor, (B) any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating State contracts, or (C) any agent of the Contractor or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating State contracts, to (i) any public official or State employee of the State agency or quasi- public agency soliciting bids or proposals for State contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for State contracts or the negotiation or award of State contracts, or (ii) any public official or State employee of any other State agency, who has supervisory or appointing authority over such State agency or quasi-public agency;

(2) That no such principals and key personnel of the Contractor, or agent of the Contractor or of such principals and key personnel, knows of any action by the Contractor to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or State employee; and

(3) That the Contractor is submitting bids or proposals without fraud or collusion with any person.

67. Large State Contract Representation for Official or Employee of State Agency

Pursuant to Conn. Gen. Stat. § 4-252 and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the State official or employee represents that the selection of the person, firm or corporation was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

68. Reserved

69. Reserved

70. Consulting Agreements Representation

Pursuant to Conn. Gen. Stat. § 4a-81, the person signing this Contract on behalf of the Contractor represents, to their best knowledge and belief and subject to the penalty of false statement as provided in Conn. Gen. Stat. § 53a-157b, that the Contractor has not entered into any consulting agreements in connection with this Contract, except for the agreements listed below. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of Conn. Gen. Stat. §4a-81.

Consultant's Name and Title _____ Name of Firm (if applicable) _____

Start Date _____ End Date _____ Cost _____

The basic terms of the consulting agreement are:

_____

_____

_____

Description of services provided:

_____

_____

_____

Is the consultant a former State employee or former public official? ☐ YES ☐ NO

If YES: _____ Name of Former State Agency _____ Termination Date of Employment

The parties are executing this Contract on the date below their respective signatures.

(Contractors identified on contract award page)

BY: Electronic signature via CTSource

Name:

Title:
Duly Authorized

Date:

STATE OF CONNECTICUT
Department of Administrative Services

BY: Electronic signature via CTSource

Name: Michelle Gilman

Title: Department of Administrative Services Commissioner
Duly Authorized

Date:

CONTRACT #:23PSX0243
EXHIBIT A
DESCRIPTION OF DELIVERABLES

1. Description of Services

Contractor(s) shall Perform trade work ("Project Work") including but not limited to maintenance work, repair work, and emergency work as requested by the Client Agency. All Project Work will include labor, equipment, and materials necessary to complete each category of work as described below. Contractor(s) shall provide Services in accordance with the state, federal, and local regulations as specified of in this Contract.

2. Project Work

When Project Work exceeds twenty-five thousand dollars ($25,000.00) the Client Agency shall establish a statement of work in the form of Exhibit A - Attachment 1 "Statement of Work" (SOW) and shall seek a minimum of three (3) quotes. Client Agency shall provide the same SOW to the Contractor(s) in writing and must include a return date for Contractor's response. In the event, the Client Agency only receives one response within the designated time frame, the Client Agency shall document their good faith effort and may issue a Purchase Order to the single respondent. Any changes to a project must be documented on Exhibit A - Attachment 2 (Project Change Order/Addendum).

When Project Work exceeds one hundred thousand dollars ($100,000.00), Client Agencies shall use the 1107 Form for Department of Administrative Services("DAS") Division of Construction Services ("DCS") approval and must include Prevailing Wage requirements in accordance with Connecticut General Statute ("C.G.S.") Sec. 31-53 see Exhibit A-Attachment 3, and the Performance Bond requirements (C.G.S.) Sec 49-41 as referenced in Exhibit A section seventeen (17) Bonding and Services Requirements.

Client Agency may utilize a general contractor from this Contract to create a SOW for the Services needed for Project Work.

In the event the Client Agency utilizes a General Contractor to create a SOW for the Services needed for the Project Work the Client Agency shall pay the General Contractor in accordance with the Exhibit B Price Schedule.

3. Emergency work

Emergency work under this Contract is to be utilized for a single emergency. Client Agency understands to be declared an emergency, the condition must adversely affect either public safety or the proper conduct of essential government operations or both.

For all emergency work, the Client Agency must select one (1) Contractor to Perform the Services.

Contractor(s) shall be accessible to the Client Agency twenty-four (24) hour per day three hundred sixty-five (365) days per year for emergency work. Contractor(s) shall arrive at the Client Agency location within two (2) hours after the Client Agency's telephone call requesting emergency work.

If Contractor(s) fails to report to the designated site(s) within two (2) hours, the Client Agency may contact another Contractor(s) to Perform the Service. Client Agency shall cancel the notification and Contractor(s) shall not be compensated for such cancellation.

Contractor(s) shall be paid for emergency work at out of State locations at the rates listed in Exhibit B Price Schedule for the neighboring Connecticut County.

4. Union Agreements
Contractor(s) shall ensure that no part of their Performance of Services violates any established union contracts that the State has with its State employees and its unions.

5. Licenses
Contractor(s) shall have all required licenses to Perform the Services in the State. Any Service Performed outside the State shall be Performed by a Contractor(s) who retains the necessary licenses for the state which the Service is to be Performed. Contractor(s) shall immediately notify the Client Agency by written notice in the event any license expires or is revoked at any time during the term of this Contract. Contractor(s)'s employees shall carry their licenses and photo identification at all times with them when Performing any Services which clearly identifies them as properly licensed or otherwise qualified employees or Subcontractor(s)s of the Contractor(s). Contractor(s) shall provide copies of each employee's license to the Client Agency upon request.

6. Site Visit
Contractor(s), upon receipt of a SOW, shall conduct a site visit of the job site at the Client Agency location. Contractor(s) shall take their own field measurements to determine the accuracy of all information in the SOW. Client Agency shall not supply, or be responsible for, the accuracy of any measurements required to Perform the Services. Contractor(s) shall be accompanied by the Client Agency authorized representative during all site visits.

7. Safety and Standards:

7.1. Contractor(s) shall ensure that all equipment and its Performance of the Services comply with Occupational Safety and Health Administration ("OSHA") regulations, and any other applicable Federal and State laws and regulations, and safety standards and codes in force during the term of this Contract. All required guards, warnings, warning labels and any other safety equipment must be used and maintained during the Performance of the Services.

7.2. Contractor(s) shall assign one (1) individual to the project that has the proper OSHA training. Connecticut General Statues requires all workers on projects over one hundred thousand dollars ($100,000.00) have OSHA10 certification.

7.3. Contractor(s) shall have and maintain a safety plan in place during the Term of this Contract. Contractor(s) shall provide the Client Agency a copy of its safety plan upon request. Contractor(s) shall provide the Client Agency, upon request, a specific safety plan based on the Client Agency project requirements.

7.4. Contractor(s) shall inform the Client Agency and DAS Procurement Services Division of any State or Federal Department of Labor OSHA violations during the

term of this Contract. Contractor(s) shall provide notices of all violations within twenty-four (24) hours from the violation.

8. Work Site Conditions

Contractor(s) shall complete all aspects of the Service in a safe manner. Contractor(s) shall, at its sole expense, immediately correct any dangerous condition caused by or as a result of the Contractor(s)'s or Contractor(s)'s employees, officers, agents and Subcontractor(s)s' actions. Contractor(s) shall immediately notify the Client Agency's authorized representative when any perceived dangerous condition exists.

Contractor(s) shall clean, and broom sweep the work site at the end of each workday. Contractor(s) shall remove all debris from the work site on a daily basis and shall keep existing walkways, driveways, parking areas and storage areas free of debris and otherwise clean at all times. Contractor(s) shall not store any hazardous materials and combustible waste at the work site. Contractor(s) shall utilize a General Laborer or an Apprentice to maintain the conditions of the work site.

Contractor(s) shall not utilize the Client Agency dumpsters.

Contractor(s) shall not have assigned parking spaces, unless otherwise arranged with the Client Agency. All parking costs incurred by the Contractor(s) are the responsibility of the Contractor(s).

9. Equipment and Supplies

Client Agency shall not compensate the Contractor(s) for including but not limited to, trade related equipment, hand tools, blades, power tools, rags and other supplies that are supplied with the labor to complete Service. Contractor(s)'s equipment utilized to Perform the Service is included in the quote provided to the Client Agency for Project Work.

Contractor(s) shall not use any special equipment required to Perform the Services without the prior written approval of the Client Agency. Special equipment means equipment not customarily used to Perform the Services. Contractor(s) shall be compensated as follows for use of approved special equipment:

9.1. Client Agency shall compensate the Contractor(s) for rented special equipment used directly for the Service by the Contractor(s) or Subcontractor(s) at the rental invoice cost to the Contractor(s) with no markup.

9.2. Client Agency shall compensate the Contractor(s) for any special transportation costs to transport owned special equipment used directly for the Service by the Contractor(s) or Subcontractor(s) at the Contractor(s)'s standard rate listed in Exhibit B Price Schedule or at the invoice cost to the Contractor(s) with no markup.

10. Storage of Materials, Tools and Equipment

Contractor(s) shall store all materials, tools and equipment only in areas designated approved by the Client Agency. Contractor(s) shall keep storage areas clean and clear of hazardous materials and combustible waste. All materials stored outside of the Client

Agency facility shall be stored off the ground on adequate supports and protected with secure tarpaulins, at the Contractor(s)'s sole cost.

Contractor(s) shall provide adequate facilities for the storage of waste materials, rubbish, debris and surplus materials and equipment which the Contractor(s) shall remove from the work site location when the Service is completed.

Contractor(s) shall not leave any materials, tools or equipment unattended. The safety and security of the Contractor(s)'s materials, tools and equipment are the sole responsibility of the Contractor(s).

Contractor(s) shall be responsible for the protection and security of any material not fully installed and accepted by the Client Agency. The risk of loss, and the sole responsibility, for all Contractor(s)'s materials, tools and equipment are that of the Contractor(s) and not the Client Agency. Contractor(s) shall remove all materials, tools and equipment, within ten (10) days after the termination or expiration of this Contract. If Contractor(s) fails to remove any materials, tools and equipment, the title to such materials, tools and equipment shall automatically pass to the Client Agency.

11. Parts and Materials Inventory

11.1. All parts and materials must be provided in accordance with the American Society for Testing and Materials ("ASTM"), the American National Standards Institute ("ANSI") and the State of Connecticut's Building and Fire Codes. The ASTMA website link is as follows, as it may be modified from time to time: https://www.astm.org. The ANSI website link is as follows, as it may be modified from time to time: https://www.ansi.org. The State of Connecticut's Building and Fire Codes website link is as follows, as it may be modified from time to time: https://portal.ct.gov/Services/Working-with-the-State/Code-Requirements.

11.2. Contractor(s) shall have adequate inventory of standard parts and materials on hand to meet minor repairs. Client Agencies may, in their sole discretion, furnish certain materials required for the Services. Contractor(s) shall not markup parts and materials purchased. Client Agency shall pay for parts and materials purchased by a Subcontractor(s) at the Subcontractor(s)'s invoiced amount with no markup.

11.3. Contractor(s) shall not charge for shipping of parts or materials provided. With prior written approval from the Client Agency the Contractor(s) may charge shipping for extraordinary shipping charges.

11.4. Client Agency shall pay for any requested overnight or special shipping requirements.

12. Contractor(s) Relationship

Contractor(s) shall classify their work forces under the Internal Revenue Service guidelines for determining employee/independent Contractor(s) relationships.

13. Warranty – Workmanship and Material

Contractor(s) shall warranty all Services against defects and workmanship including all materials and labor for a period of one (1) year from the acceptance date of Service provided (the "Warranty Period"). The warranty must include the full cost of parts, materials, labor, packaging, handling, shipping and other costs incurred to repair the defective Services, at no charge to the Client Agency.

Contractor(s) shall replace and repair any defective materials and parts during the Warranty Period. If any part installed under this Contract fails or does not function properly due to any fault in material or workmanship, Contractor(s) shall, upon notice from the Client Agency, proceed to repair or replace the faulty item within twenty-four (24) hours at no charge to the Client Agency. Contractor(s) shall be responsible for all aspects of warranty administration and shall ensure that Services are Performed according to warranty procedures.

14. Temporary Utilities
Client Agency shall provide, at its sole discretion, the use of utilities at the worksite, if available. Contractor(s) shall furnish, including but not limited to, all connections, extensions cords and hoses as required at the Contractor(s)'s own expense. Contractor(s) shall provide all utilities required to complete the Services if they are not available by the Client Agency, at no cost to the Client Agency.

15. Normal Hours of Work
Normal work hours for scheduled Service shall be between the hours of 6:00 a.m. and 8:00 p.m., Monday through Friday, excluding Federal and State recognized holidays, unless alternate hours are agreed upon by the Client Agency and the Contractor(s) in writing. If Services are Performed after 8:00 p.m. Monday through Friday or during weekends and holidays, Contractor(s) shall be compensated for such work with the overtime rate listed on Exhibit B Price Schedule. Any Services Performed outside the normal hours of work must be authorized in writing by the Client Agency prior to the commencement of such work.

16. Modifications/Changes to SOWs/Proposals
Contractor(s) shall Perform only to the express extent authorized in the Client Agency's issued Purchase Order, SOW and Project Addendum. If during the course of Performing the Service, the Contractor(s) determine that a modification to the Service is required, then Contractor(s) shall notify the Client Agency with its recommendation in writing, including a cost estimate for the modification. Contractor(s) shall not begin any such modification unless the Client Agency, in its sole discretion, consents in writing to the Service modification. Client Agency shall issue the Contractor(s) a new or revised Purchase Order and SOW with a Project Addendum. Upon completion of Service, if the actual cost is lower than the Contractor(s)'s original quote for the Service, then the Client Agency shall pay the Contractor(s)'s lower cost.

17. Bonding and Service Requirements
Client Agencies may require the Contractor(s) to purchase a payment bond for labor and materials and a Performance bond in the event a project is estimated at or above one hundred thousand dollars ($100,000.00). Contractor(s) may either provide a payment bond in the amount of one hundred percent (100%) of each Purchase Order or any amount as determined by the Client Agency. Contractor(s) shall provide the payment and Performance

bonds to the Client Agency prior to commencement of the Services. Client Agency shall release the payment and Performance bonds after successful completion of the Service, as determined by the Client Agency.

18. Requirements for the Connecticut Airport Authority, Bradley International Airport
Contractor(s) shall adhere to the established requirements for the Connecticut Airport Authority set forth in Exhibit A - Attachment 4 Badging Requirements for the Connecticut Airport Authority, Bradley International Airport and Exhibit A - Attachment 5 Bradley International Airport Authorized Supervisor's Acknowledgement and Acceptance of Duties.

19. Department of Correction Requirements for Contractor(s)s who Perform at a Correctional Facility
Contractor(s) shall adhere to the established requirements set forth in Exhibit A - Attachment 6 Department of Correction Requirements for Contractor(s)s who Perform at a Correctional Facility.

20. Progress Payments / Schedule of Values
On projects with a duration longer than one (1) month, or with materials exceeding twenty-five thousand dollars ($25,000.00), Client Agency may agree in writing and make part of the SOW, a schedule to make progress payments during execution of the Services ("Progress Payments"). The Progress Payments will be based on a predetermined percent complete of each portion of the project and stated in the SOW, approved in writing by the Client Agency.

21. Travel Time Allowance for emergency work Only
Travel time allowance for emergency work must be paid based on the distance from the Contractor(s)'s official place of business to the Client Agency location. The distance must be determined by Client Agency using MapQuest.

Compensated travel time allowances are as follows:
0 to 20 miles – ½ hour
20.1 to 40 miles – 1 hour
Greater than 40 miles – 1½ hours

Compensated travel time allowances must be paid at the hourly rate specified in Exhibit B Price Schedule. Travel time allowance will not be paid for the return trip back to the Contractor(s)'s place of business.

Travel time will not be allowed for Project Work.

22. Services
Services shall include the following trades, licenses and registration requirements for these Services can be found on the following link Connecticut Department of Consumer Protection ("DCP")

22.1. Commercial Air Conditioning and Ventilation Systems:
22.1.1. Lead AC and Ventilation System Inspector:
License Requirement: Current D-1 or S-1 license issued by DCP

Duties: Perform internal and external inspections of air conditioning and ventilation systems; writes reports and recommends service. May repair, replace, maintain, or alter systems to ensure proper working condition.

22.1.2. AC and Ventilation System Inspector:
License Requirement: Current D-2 or S-2 license issued by DCP.

Duties: Perform internal and external inspections of air conditioning and ventilation systems; writes reports and recommends service. May repair, replace, maintain or alter systems to ensure proper working condition. The AC and Ventilation System Inspector works under the Lead AC and Ventilation System Inspector.

22.2. Commercial HVAC Control Systems:

22.2.1. Lead HVAC Inspector:
License Requirement: Depending on work to be Performed, can hold one or a combination of any of the following licenses: S-1; S-3; S-7; D-1 issued by DCP.

Duties: Performs inspections of Heating and Air Conditioning Systems; writes reports and recommends service. May repair, replace, maintain or alter systems to ensure proper working condition.

22.2.2. HVAC Inspector, Journeyperson:
License Requirement: Depending on work to be Performed, can hold one or a combination of any of the following licenses: S-2; S-4; S-8; D-2 issued by DCP.

Duties: Performs inspections of Heating and Air Conditioning Systems; writes reports and recommends service. May repair, replace, maintain or alter systems to ensure proper working condition. Works in the employ of the Lead HVAC Inspector.

22.3. Residential Air Conditioning and Ventilation Systems:

22.3.1. Lead AC and Ventilation System Inspector:
License Requirement: Current D-1 or S-1 license issued by DCP.

Duties: Perform internal and external inspections of air conditioning and ventilation systems; writes reports and recommends service. May repair, replace, maintain, or alter systems to ensure proper working condition.

22.3.2. AC and Ventilation System Inspector:
License Requirement: Current D-2 or S-2 license issued by DCP.

Duties: Perform internal and external inspections of air conditioning and ventilation systems; writes reports and recommends service. May repair, replace, maintain, or alter systems to ensure proper working condition. The AC and Ventilation System Inspector works under the Lead AC and Ventilation System Inspector.

22.4. Residential HVAC Control Systems:

22.4.1. Lead HVAC Inspector:

License Requirement: Depending on work to be Performed, can hold one or a combination of any of the following licenses: S-1; S-3; S-7; D-1 issued by DCP.

Duties: Performs inspections of Heating and Air Conditioning Systems; writes reports and recommends service. May repair, replace, maintain, or alter systems to ensure proper working condition. Solar work is excluded.

22.4.2. HVAC Inspector, Journeyperson:
License Requirement: Depending on work to be Performed, can hold one or a combination of any of the following licenses: S-2; S-4; S-8; D-2 issued by DCP.

Duties: Performs inspections of Heating and Air Conditioning Systems; writes reports and recommends service. May repair, replace, maintain, or alter systems to ensure proper working condition. Works in the employ of the Lead HVAC Inspector.

22.5. Boiler and Burner Services / Furnace Services:

22.5.1. Lead Boiler Inspector:
License Requirement: Current S-1 license, or S-3 Contractor(s) license issued by DCP.

Duties : Performs internal and external inspections of boilers; witnesses hydrostatic tests on boilers; examines piping systems; inspects for presence of cracked, burned or bagged tubes; examines boiler accessories; inspects repairs and replacement of steam boilers; consults with boiler repairers and approves type of repairs to be made; writes reports and recommends abatements. May install, repair, replace, maintain or alter any apparatus for piping, appliances, devices or accessories for heating systems, excluding sheet metal and solar work.

22.5.2. Boiler Inspector, Journeyperson:
License Requirement: Current S-2 or S-4 Journeyperson license issued by DCP.

Duties: Works under the general supervision of Lead Boiler Inspector.

22.6. Heating & Air Conditioning:

Duties: Installing, servicing and repairing of gas or oil burners for domestic and light commercial installations. Installation, repair, replacement, maintenance or alteration of any warm air, air conditioning and refrigeration system, including necessary piping for the conveyance of heating or cooling media and associated pumping equipment. Installation, repair, replacement, maintenance or alteration of all refrigeration systems included in food storage, air conditioning, or special process systems. Installation, repair, replacement, alteration, and maintenance of gas piping systems and approved gas appliances, gas utilization equipment and accessories for use with LP gas supplied by gas containers and/or natural gas. Installation, repair, replacement, maintenance or alteration of any apparatus of piping, appliances, devices or accessories for heating systems, boilers, including apparatus and piping for the generation or conveyance of steam and associated pumping equipment and oil burner installation and servicing, installation of hot, chilled and condenser water, as well as steam piping in air conditioning systems.

CONTRACT #:23PSX0243
EXHIBIT A
DESCRIPTION OF DELIVERABLES

License Requirement: Issued by DCP;
B-1 Limited Gas and Oil Burner Contractor(s)
The holder of this license may Perform only work of installing, servicing and repairing of gas or oil burners for domestic and light commercial installations. A domestic or light commercial burner shall be considered as one consuming five gallons or less per hour.

B-2 Limited Gas and Oil Burner Journeyperson
The holder of this license may Perform only work of installing, servicing and repairing of gas or oil for domestic and light commercial installations as so defined above and only while in the employ of a Contractor(s) licensed for such work

B-3 Limited Gas and Oil Burner Contractor(s)
The holder of this license may Perform the installing, servicing and repairing of any gas or oil-fired burners.

B-4 Limited Gas and Oil Burner Journeyperson
The holder of this license may Perform the installing, servicing and repairing of any gas or oil-fired burner and only while in the employ of a Contractor(s) licensed for such work.

D-1 Limited Warm Air, Air Conditioning and Refrigeration Contractor(s)
The holder of this license may Perform the installation, repair, replacement, maintenance or alteration of any warm air, air conditioning and refrigeration system, including necessary piping for the conveyance of heating or cooling media and associated pumping equipment.

D-2 Limited Warm Air, Air Conditioning and Refrigeration Journeyperson
The holder of this license may Perform the installation, repair, replacement, maintenance or alteration of any warm air, air conditioning and refrigeration system, including necessary piping for the conveyance of heating or cooling media and associated pumping equipment, and only while in the employ of a Contractor(s) licensed for such work.

D-3 Limited Cooling Contractor(s) License
The holder of this license may Perform the installation, repair, replacement, maintenance or alteration of all refrigeration systems included in food storage, air conditioning, or special process systems.

D-4 Limited Cooling Journeyperson License
The holder of this license may Perform the installation, repair, replacement, maintenance or alteration of all refrigeration systems included in food storage, air conditioning, or special process systems, and only while in the employ of a Contractor(s) licensed for such work.

G-1 Limited Heating, Piping, and Cooling Contractor(s)

CONTRACT #:23PSX0243
EXHIBIT A
DESCRIPTION OF DELIVERABLES

The holder of this license may Perform the installation, repair, replacement, alteration, and maintenance of gas piping systems and approved gas appliances, gas utilization equipment and accessories for use with LP gas supplied by gas containers and/or natural gas.

G-2 Limited Heating, Piping, and Cooling Journeyperson
The holder of this license may Perform the installation, repair, replacement, alteration, and maintenance of gas piping systems and approved gas appliances, gas utilization equipment and accessories for use with LP gas supplied by gas containers and/or natural gas, and only while in the employ of a Contractor(s) licensed for such work.

S-1 Unlimited Heating, Piping, and Cooling Contractor(s)
The holder of this license may do all heating, piping and cooling work as defined in section 20-330 of the Connecticut General Statutes.

S-2 Unlimited Heating, Piping, and Cooling Journeyperson
The holder of this license may do all heating, piping and cooling work as so defined only while in the employ of a licensed Contractor(s).

S-3 Limited Heating, Cooling and Piping Contractor(s)
The holder of this license may Perform the installation, repair, replacement, maintenance or alteration of any apparatus of piping, appliances, devices or accessories for heating systems, boilers, including apparatus and piping for the generation or conveyance of steam and associated pumping equipment and oil burner installation and servicing (excluding sheet metal work, air conditioning and refrigeration systems). This license also covers the installation of hot, chilled and condenser water, as well as steam piping in air conditioning systems.

S-4 Limited Heating, Cooling, and Piping (Journeyperson)
The holder of this license may Perform the installation, repair, replacement, maintenance or alteration of any apparatus for piping, appliances, devices or accessories for heating systems, boilers, including apparatus and piping for the generation or conveyance of steam and associated pumping equipment and oil burner installation and servicing (excluding sheet metal work, air conditioning and refrigeration systems) and only while ill the employ of a Contractor(s) licensed for such work. This license also covers the installation of hot, chilled and condenser water, as well as steam piping-in air conditioning systems.

S-7 Limited Contractor(s)
The holder of this license may Perform only work limited to hot water or steam heating systems for buildings not over three stories high with a total heating load not exceeding 500,000 BTU's and steam pressure not exceeding fifteen pounds. This license also covers the servicing and installation of oil burners handling up to five (5) gallons per hour, as well as gas burners and gas piping for the work covered by this license.

S-8 Limited Journeyperson

The holder of this license may Perform only work limited to hot water or steam heating systems for buildings not over three stories high with a total heating load not exceeding 500,000 BTU's and steam pressure not exceeding fifteen pounds and only while in the employ of a Contractor(s) licensed for such work. Also covered by this license is the servicing and installation of oil burners handling up to five (5) gallons per hour, as well as gas burners and gas piping for work covered by this license.

S-9 Limited Heating Cooling Contractor(s)
The holder of this license may Perform only work limited to hot water or steam heating systems for buildings not over three stories high with total heating load not exceeding five hundred thousand (500,000) BTU's, steam pressure not exceeding fifteen (15) pounds, and/or cooling installations up to thirty-five (35) tons per systems. This license also covers the installation or servicing of oil burners handling up to five gallons per hour as well as LP gas supplied by gas containers and/or natural gas piping for work covered by this limited license.

S-10 Limited Heating Cooling Journeyperson
The holder of this license may Perform work only while in the employ of a licensed Contractor(s) and only limited to hot water or steam heating systems for buildings not over three stories high with total heating load not exceeding five hundred thousand (500,000) BTU's, steam pressure not exceeding fifteen (15) pounds, and/or cooling installations up to thirty-five (35) tons per systems. This license also covers the installation or servicing of oil burners handling up to five gallons per hour as well as LP gas supplied by gas containers and/or natural gas piping for work covered by this limited license.

22.7. Carpenters:

22.7.1. Carpenter, Working Supervisor
License or Registrations Requirements: As required by DCP

Duties: Supervises and coordinates activities of workers engaged in the construction, installation, and repair of structures and fixtures. Layout and install metal studs, hang tape sheetrock, install grid work and ceiling tiles. Read blueprints. Lays out floor plan and cabinetwork, using rule, square, and calipers. Selects materials and structural units including lumber, prefabricated doors, cabinets and paneling, and inspects to insure conformance with provisions of building code and local ordinance. Determines sequence of activities concerned with fixture assembly, and erection of structure. Assigns workers to such tasks as cutting materials to size, building concrete forms, erecting wood framework, and laying flooring, surface sanding and application of surface sealant. Inspects work Performed by Subcontractor(s)s, including ductwork, wiring, and pipe installation to insure conformance with specifications. Supervise workers engaged in building structures such as cofferdams, trestles, and supports for concrete forms. Prepares cost estimates.

Constructs, erects, installs and repairs structures and fixtures of wood, plywood and wallboard. Installs, assembles, dismantles, moves industrial machinery. Drives piling

into ground to provide foundations for structures such as buildings and bridges, retaining walls for earth embankments, such as cofferdams. Fastens wooden, metal or rock board lath to walls, ceilings and partitions of buildings, acoustical tile layer, and concrete form builder. Applies fire stopping materials on fire resistive joint systems only. Installation of curtain/window walls only where attached to wood or metal studs. Installation of insulated material of all types whether blown, nailed or attached in other ways to walls, ceilings and floors of buildings. Assembly and installation of modular furniture/furniture systems. Free-standing furniture is not covered. This includes free standing: student chairs, study top desks, book box desks, computer furniture, dictionary stand, atlas stand, wood shelving, two-position information access station, file cabinets, storage cabinets, tables, etc.

22.7.2. Construction Carpenter
License or Registrations Requirements: As required by DCP.

Duties: Study specifications in blueprints, sketches or building plans to prepare project layout and determine dimensions and materials required. Build or repair cabinets, doors, frameworks, floors, and other wooden fixtures used in buildings, using woodworking machines, carpenter's hand tools, and power tools. Install structures and fixtures, such as windows, frames, floorings, and trim, or hardware, using carpenter's hand and power tools. Select and order lumber and other required materials. Maintain records, document actions and present written progress reports. Finish surfaces of woodwork or wallboard in houses and buildings, using paint, hand tools, and paneling. Prepare cost estimates for clients or employers.

22.7.3. Carpenter, Common Laborer
License or Registrations Requirements: As required by DCP.

Duties: Performs any combination of duties on construction projects, usually working in utility capacity, by transferring from one task to another where demands require worker with varied experience and ability to work without close supervision.

22.7.4. Carpenter, Rough & Finish
License or Registrations Requirements: As required by DCP.

Duties: Constructs, erects, installs, and repairs structures and fixtures using carpenter's hand tools and power tools, and conforming to local building codes: studies blueprints, sketches, or building plans for information pertaining to type of materials required, and dimensions of structures and fixtures to be fabricated. Selects specified type of materials. Prepares layout, using rules, framing square, and calipers. Marks cutting assembly lines on materials, using pencil, chalk, and marking gauges. Shapes materials to prescribed measurements, using saws, chisels, and planes. Assembles cut and shaped materials and fastens them together with nails, dowel, pins or glue. Verifies trueness of structure using plumb bob and carpenter's level. Erects framework for structures and lays subflooring. Builds stirs and lays out and installs partitions and cabinet work. Covers subfloor with building paper to keep out moisture and lays hardwood, parquet, and wood-strip-block floors by nailing to subfloor or cementing them to mastic or asphalt base. Applies shock-

absorbing, sound-deadening and decorative paneling to ceilings and walls. Fits and installs prefabricated window frames; doors, door weather stripping, interior and exterior trim and finish hardware including locks, letter drops and kick plates. Constructs forms and chutes for pouring concrete. Erects scaffolding and ladders for assembling structures above ground level. Layout and installation of metal studs, and tape sheetrock, install ceiling grid work and ceiling tiles.

22.8. General Laborer:

License or Registrations Requirements: As required by DCP.

Duties: Cleaning and preparing a job site including sweeping, wash down, mopping, wiping of the construction facility and its furniture, washing, polishing, and dusting. Loading and delivering materials and using a variety of tools and machines such as blowtorches, forklifts, levels, lifts, power drills, grinders, saws, pressure washers, and water spraying equipment. Set up and take down ladders, scaffolding, and other temporary structures. Work with carpenters, masons, and other specialized Contractor(s).

22.9. Restoration Services:

License or Registrations Requirements: As required by DCP.

Certifications: Contractor(s) shall be certified and a member of the Institute of Inspection, Cleaning and Restoration Certification (IICRC) and Indoor Air Quality Association (IAQA).

Duties:

Fire and Smoke Damage:

Treating for odor and contamination, removing or restoring the HVAC system, ensuring no harmful particles will spread throughout the air and cause future health problems at the Client Agency property.

Flooding and Water Damage:

Thoroughly clean any sewage backup, odor removal, sump pump cleanup, clean and dry upholstery, carpets, rugs and cushions, including loose items from tabletops, floor, and walls.

Thoroughly dry the flooded area and clean area to avoid as much extensive damage as possible and control the spread of contaminants. Dehumidify and ventilate, Prevent possible mold growth and/or secondary water damage. Ensure mold is not an issue for indoor air quality

22.10. Duct Cleaning Services:

License or Registrations Requirements: As required by DCP.

Contractor(s)s shall be regular members of the National Air Duct Cleaners Association ("NADCA"). Each individual employee of the Contractor(s) who Performs any work under the contract shall be certified as an Air System Cleaning Specialist ("ASCS") through the NADCA.

Duties: Clean ductwork internally, unit-by-unit of dust and debris. Ensure that heat exchanger is clean. Ensure that both sides of the cooling coil are clean. Adjust coil fins to be straight and evenly spaced. Ensure that the coil pan is completely clean and draining properly. Attach access doors to the duct system with screws, rivets or mastic adhesive, (duct tape is not allowed) to ensure that all access doors and covers are tight and leak-free. Ensure that the air plenum is free of dust and debris; ensure that filters fit properly and are at the efficiency; ensure that the air plenum (directly downstream of the air handling unit) is free of moisture stains and contaminants. Ensure that the fan blades are clean and free of oil and debris; ensure that the fan compartment is free of visible dust or debris. Ensure that fiberglass material is in good condition and is free of tears and abrasions and is well adhered to underlying materials. Ensure that the air vents have been firmly re-attached to one or more of the walls, floors and ceilings, as appropriate. Clean external surfaces of foreign substances which might cause corrosive deterioration of metal or, where ductwork is to be painted, might interfere with painting or cause paint deterioration. Adjust volume control devices, as required by balancing and testing procedures to achieve required air flow. Repair any marred or scratched surfaces with manufacturer's touch-up paint. Ensure that the system is functioning properly after cleaning. Ensure that the operating system is free of any new or unusual noises.

Kitchen Grease Exhaust Systems (KGE systems) may require power washing and hand cleaning of some units to clean down to bare metal. This power washing and hand cleaning of the entire KGE System includes cleaning over stoves and grills, ductwork and fans;

Contractor(s) shall Perform all work in compliance with the National Fire Protection Association ("NFPA") and Standard Industrial Classification ("SIC") codes.

22.11. Glaziers:

License Requirement, Issued by DCP:
FG-1 – (Unlimited Contractor(s)'s license for Flat Glass Work)
The holder of this license may Perform the installation, maintenance, or repair of glass in residential or commercial structures. Glazing wood and metal sash, doors, partitions, and 2 story aluminum storefronts. Installs glass windows, skylights, store fronts and display cases or surfaces such as building fronts, interior walls, ceilings and table tops and metal store fronts.

Required by principal owner.

FG-2 – (Unlimited Journeyperson's License for Flat Glass Work)
The holder of this license may Perform the installation, maintenance, or repair of glass in residential or commercial structures only while in the employ of a Contractor(s) licensed for such.

Duties: Follow blueprints and specifications, remove any old or broken glass before installing replacement glass, cut glass to the specified size and shape, using

measuring tape, plumb lines, and levels to ensure proper fitting installation. Make or install sashes and moldings for glass installation, fasten glass into sashes or frames with clips, moldings, or other types of fasteners, add weather seal or putty around pane edges to seal joints.

Install or replace windows, mirrors, shower doors, and bathtub enclosures. Fit glass for tabletops and display cases. Install items such as room dividers and security windows.

22.12. Insulation Installer:

License or Registrations Requirements: As required by DCP.

Duties: Installing blown-in insulation, batted rolled insulation, foam insulation and insulation. Install insulation for soundproofing, fire stopping systems, insulate pipes, sprinkler pipes, plumbing pipes, heating pipes HVAC ducts, ceilings.

22.13. Locksmith Services:

License or Registrations Requirements: As required by DCP and as set forth in Chapter 400p Chapter 400p - Locksmiths (ct.gov)
Duties: Work from blueprints, plans, drawings and specifications, installing, repair, rebuild and maintain manual, mechanical, electrical locking devices and automated locks, locking systems and security devices. Including low voltage computerized access control systems; and door openers, closers and hardware, automatic door openers, door closing units, and control gates. Maintain, repair and adjust all types of locks and their components for buildings, rooms, furniture, padlocks, and safe locks. Repairs or replace worn tumblers, springs, and other parts. Inserts new or repaired tumblers to change combination. Cuts new or duplicate keys, inspect completed work for conformance with specifications, requirements and compliance with applicable building and safety codes and regulations.

22.14. Masonry Services:

License or Registrations Requirements: As required by DCP.

22.14.1. Bricklayer:
Duties: Lays building materials, such as brick, structural tile and concrete cinder, glass, gypsum, terra cotta block.to construct or repair walls, partitions, arches, sewers, and other structures: Cuts, tools and sets marble, sets stone, finishes concrete, applies decorative steel, aluminum and plastic tile, applies cements, sand, pigment and marble chips to floors, stairways, etc. Measures distance from reference points and marks guidelines on working surface to lay out work. Spreads soft bed of mortar that serves as bed and binder for block. Levels, aligns and embeds brick into mortar. Removes excess from face of block and finishes with pointing tool or trowel. Determines vertical and horizontal alignment of courses, using plumb bob, gauge line and level. Fastens brick to terra cotta veneer to face of structures, with tie wires embedded in mortar between bricks, or in anchor holes in veneer brick. May weld metal parts to steel structural members. May apply plaster to walls to complete work.

22.14.2. Cement Mason:
Duties: Smooths and finishes surfaces of poured concrete floors, walls, sidewalks or curbs to specified textures using hand tools or power tools, including floats, trowels and screeds: Signals concrete deliverer to position truck to facilitate pouring of concrete. Moves discharge chute of truck to direct concrete into forms. Spreads concrete into inaccessible sections of forms, using rake or shovel. Levels concrete to specified depth and workable consistency, using handheld screed and floats to bring water to surface and produce soft topping. Smooths and shapes surface to freshly poured concrete, using straightedge and float or power screed. Finishes concrete surfaces, using power trowel, or wets and rubs concrete with abrasive stone to impart finish. Removes rough or defective spots from concrete surfaces, using power grinder of chisel and hammer, and patches holes with fresh concrete or epoxy compound. Molds expansion joints and edges, using edging tools, jointers and straightedge. May sprinkle colored stone chips, powdered steel, or coloring powder on concrete to produce prescribed finish. May produce rough concrete surface, using broom. May mix cement, using hoe or concrete-mixing machine. May direct mixing of concrete and setting of forms. May specialize in finishing steps and stairways. May break up and repair old concrete surfaces, using pneumatic tools.

22.14.3. Stonemason:
Duties: Sets stone to build stone structures, such as piers, walls and abutments, or lays walks, curbstones, or special types of masonry, such as alberene (acid-resistant soapstone for vats, tanks and floors), using mason's tools: Shapes stone preparatory to setting, using chisel, hammer, and other shaping tools. Spreads mortar over stone and foundation with trowel and sets stone in place by hand or with aid of a crane. Aligns stone with plumb line and finishes joints between stone with pointing trowel. May spread mortar along mortar guides to ensure joints of uniform thickness. May clean surface of finished wall to remove mortar, using muriatic acid and brush.

If any of the Performance for this trade affects either the weight bearing or structural integrity of the building being worked on, then Contractor(s) must be registered as a current Major Contractor(s) (General Contractor(s)) with the DCP prior to undertaking any part of the Performance.

22.15. Paperhangers:
License or Registrations Requirements: As required by DCP.

Duties: Covers interior walls and ceilings or rooms with decorative wallpaper or fabric, using hand tools: Measures walls and ceiling to compute number and length of strips required to cover surface. Sets up pasteboard and erects scaffolding. Marks vertical guideline on wall to align first strip, using plum bob and chalk line. Smooths rough spots on walls and ceilings, using sandpaper. Fills holes and cracks with plaster, using trowel. Removes paint, varnish and grease from surfaces, using paint remover and water soda solution. Applies acetic acid to damp plaster to prevent lime from bleeding through the paper. Applies sizing to waterproof porous surfaces, using brush, roller, or pasting machine. Measures and cuts strips from wall of wallpaper or fabric, using shears or razor. Mixes paste to desired consistency and

brushes paste on back of wallpaper or fabric, using paste brush. Trims selvage (rough edge) from strips, using straightedge and trimming knife. Places paste-coated strips on wall or ceiling to match adjacent edges of figured strips, and smooths strips with dry brush or felt-covered roller to remove wrinkles and bubbles. Smooths joints with seam roller and trims excess material at ceiling and baseboard, using knife. Removes old paper, using water, steam machine, or chemical remover and scraper.

22.16. Parking Lot, Driveway, Tennis Court & Athletic Track Repair and Resurfacing Services (Excluding any road work, and highway work):
License or Registrations Requirements: As required by DCP.

Duties: Making repairs to existing parking lots, driveways, tennis courts, athletic tracks and apply hot rubberized sealing to seal cracks and holes on those surfaces: patch potholes, repair curbing, sealing cracks, and apply sealed coating on existing surfaces.

22.17. Roofing Services:
License or Registrations Requirements: As required by DCP.

Duties: Covers roofs with composition shingles or sheets, wood shingles, slate or asphalt and gravel to waterproof roofs, including preparation of surface. (Demolition or removal of any type of roofing and or clean-up of any and all areas where a roof is to be re-laid.)

Covers roofs with roofing materials other than sheet metal, such as composition shingles or sheets, wood shingles, or asphalt and gravel, to waterproof roofs: Cuts roofing paper to size, using knife, and nails or staples it to roof in overlapping strips to form base for roofing materials. Aligns roofing material with edge of roof, and overlaps successive layers, gauging distance of overlap with chalk line, gauge on shingling hatchet, or by lines on shingles. Fastens composition shingles or sheets to roof with asphalt, cement, or nails. Punches holes in slate, terra cotta, or wooden shingles, using punch and hammer. Cuts strips of flashing and fits them into angles formed by walls, vents, and intersecting roof surfaces. When applying asphalt or tar and gravel to roof, mops or pours hot asphalt or tar onto roof base. Applies alternate layers of hot asphalt or tar and roofing paper until roof covering is as specified. Applies gravel or pebbles over top layer, using rake or stiff-bristled broom. May attach shingles to exterior walls and apply roofing paper and tar to shower pans, decks, and promenades to waterproof surfaces. May remove existing roofing materials to prepare for new roof. Includes repairs to all types of commercial roofing systems including, but not limited to the following: Asphalt build-up, coal-tar build-up, and single ply EPDM. Capable of effecting repairs to flashing/coping systems including, but not limited to the following: KMM, fabric, metal and EPDM.

22.18. Sandblasting:
License or Registrations Requirements: As required by DCP.

Duties: Abrades surfaces of metal or hard-composition objects to remove adhering scale, sand, paint, grease, tar, rust, and dirt, and to impart specified finish, using abrasive-blasting equipment: Shovels or pours abrasives, such as sand, grit, or shot of specified grade into machine hopper. Masks specified areas of object to protect from abrading action. Loads parts on racks in enclosed rooms, into tumbling barrels, or into cabinets. Regulates pressure and composition of abrasive mixture flowing through nozzle or tumbling barrel. Examines finished parts to ensure conformance to specifications.

22.19. Drywall Installer and Finisher:

License or Registrations Requirements: As required by DCP.

Duties: Provided quality drywall installation for both commercial and residential projects. Read blueprints, technical specification to install materials correctly. Installing drywall to building codes, apply texturing and compound for walls and ceilings, sanding of rough spots. Apply plaster and other construction materials, ensuring quality of work was as per specifications and met or exceeded all installation and finished product guidelines

22.20. Siding:

License or Registrations Requirements: As required by DCP.

Duties: Install siding per specifications and schematics for commercial and residential buildings. Conducted site surveys prior to installation, taking necessary measurements. Prep exterior for siding installation including any needed repairs, prepares underlying surface prior to installation, makes any needed repairs to underlying surface, uses tools of all types including cutting machinery and measurement instruments

22.21. Terrazzo, Tile and Marble Finishers:

License or Registrations Requirements: As required by DCP.

22.21.1. Marble Finisher:

Duties: Supplies and mixes construction materials. Applies grout and cleans installed marble. Mixes mortar, plaster, and grout, as required. Selects marble slab for installation, following numbered sequence or drawings. Drills holes and chisels channels in edges of marble slabs to install metal wall anchors, bends wire to form metal anchors, inserts anchors into drilled holes of marble slab, and secures anchors in place. Moves marble slabs to installation site, using dolly, hoist, or portable crane. Fills marble joints and surface imperfections with grout, removes excess grout, using wet sponge. Installs marble. Grinds and polishes marble, using abrasive, chemicals, and manual or machine grinding and polishing techniques. Cleans installed marble surface. Repairs and fills chipped, cracked, or broken marble pieces.

22.21.2. Terrazzo Finisher:

Duties: Supplies and mixes construction materials. Installs terrazzo. Applies grout and cleans installed terrazzo. Applies curing agent to installed terrazzo to promote

even curing. Grinds surface of cured terrazzo, using power grinders, to smooth and prepare for grouting. Spreads grout across terrazzo to fill surface imperfections. Find grinds and polishes surface of terrazzo, when grout has set, using power grinders. Washes surface of polished terrazzo, using cleaner and water, and applies sealer, according to manufacturer's instructions, using brush. Position and secure membrane and wire mesh prior to pouring base materials for terrazzo installation. May spread marble chips or other material over fresh terrazzo surface and press into terrazzo, using roller. Cut divider and joint strips to size as directed. Cuts grooves in terrazzo stairs, using power grinder, and fills grooves with nonskid materials.

22.21.3. Tile Finisher:
Duties: Supplies and mixes construction materials. Installs tile. Applies grout and cleans installed tile. Applies grout between joints of installed tile. Removes excess grout from tile joints with wet sponge and scrapes corners and crevices with trowel. Wipes surface of tile after grout has set to remove grout residue and polish tile, using nonabrasive materials. May apply caulk, sealers, acid, steam, or related agents to caulk, seal, or clean installed tile, using various application devices and equipment. Positions and secures metal lath, wire mesh, or felt paper prior to installation of tile. Cuts marked tiles to size, using power saw or tile cutter.

22.22. Electrical Testing Technicians (ETT)

License required: E-1, E-2 issued by DCP, and American National Standards Institute (ANSI)/ InterNational Electrical Testing Association (NETA) Certification

Electrical License Types:
E-1 Unlimited Electrical Contractor(s)
The holder of this license shall be permitted to do all electrical work as defined in section 20-330 of the general statutes.

E-2 Unlimited Electrical Journeyperson
The holder of this license shall be permitted to do all electrical work as defined in section 20-330 of the Connecticut General Statutes, and only while in the employment of a properly licensed Contractor(s).

22.22.1. Contractor(s) must be listed as an active member with NETA under the State of Connecticut.
22.22.2. Contractor(s) crew leader must hold a certification level II or III in electrical testing, in accordance with ANSI/NETA ETT *Standard for Certification of Electrical Testing Technicians.*
22.22.3. Contractor(s) must perform maintenance and testing in accordance with the *Standard for Maintenance Testing Specifications for Electrical Equipment and Systems,* ANSI/NETA MTS-2015.

22.23. Electricians (Commercial Buildings / High Voltage):

License required: E-1, E-2, C-5, C-6, T-1, T-2, L-1, L-2, L-5 and L-6 issued by DCP

Electrical License Types:

CONTRACT #:23PSX0243
EXHIBIT A
DESCRIPTION OF DELIVERABLES

E-1 Unlimited Electrical Contractor(s)
The holder of this license shall be permitted to do all electrical work as defined in section 20-330 of the general statutes.

E-2 Unlimited Electrical Journeyperson
The holder of this license shall be permitted to do all electrical work as defined in section 20-330 of the Connecticut General Statutes, and only while in the employment of a properly licensed Contractor(s).

C-5 Limited Electrical Contractor(s)
The holder of this license may Perform only work limited to low voltage, alarm or signal work, audio and sound systems, and telephone-interconnect. The voltage of any system is not to exceed forty-eight (48) volts or eight (8) amperes where such work commences at an outlet receptacle or connection previously installed by a person holding the proper electrical license.

C-6 Limited Electrical Journeyperson
The holder of this license may Perform only work as defined for C-5 category and only while in the employ of a licensed electrical Contractor(s).

T-1 Limited Electrical Contractor(s)
The holder of this license may Perform only work limited to telephone-interconnect systems where such work commences at an outlet receptacle or connection previously installed by a person holding the proper electrical license.

T-2 Limited Electrical Journeyperson
The holder of this license may Perform only work as defined for the T-1 category and only while in the employ of a licensed electrical Contractor(s).

L-1 Electrical Lines Contractor(s)
The holder of this license may Perform only work limited to line construction, including distribution systems, and their allied work, for public and private companies; installation, maintenance and repair of all high-voltage cable splicing and pulling wire for all systems in excess of 2,400 volts; traffic signal and highway lighting installation, maintenance and repair.

L-2 Electrical Lines Journeyperson
The holder of this license may Perform only work limited to line construction, including distribution systems, and their allied work, for public and private companies; installation, maintenance and repair of all high-voltage cable splicing and pulling wire for all systems in excess of 2,400 volts; traffic signal and highway lighting installation, maintenance and repair, and only while in the employ of a Contractor(s) licensed for such work.

L-5 Limited Electrical Contractor(s)
The holder of this license may Perform only work limited to low voltage, alarm or signal work, audio and sound systems. The installation or repair of any telecommunication work is not authorized with the exception of the interface wiring

from an alarm system to an existing telephone connection for monitoring purposes. The voltage of the system is not to exceed 25 volts or five amperes where such work commences at an outlet receptacle or connection previously installed by a person holding the proper electrical license.

L-6 Limited Electrical Journeyperson
The holder of this license may Perform only work limited to low voltage, alarm or signal work, audio and sound systems, and only while in the employ of a Contractor(s) licensed for such work. The installation or repair of any telecommunication work is not authorized with the exception of the interface wiring from an alarm system to an existing telephone connection for monitoring purposes. The voltage of the system is not to exceed 25 volts or five amperes where such work commences at an outlet receptacle or connection previously installed by a person holding the proper electrical license.

Duties: Install, erect, maintenance, alteration or repair of any wire, cable, conduit, etc., which generates, transforms, transmits or uses electrical energy for light, heat, power or other purposes, including the installation or maintenance of telecommunication, network wiring, and low voltage wiring.

22.23.1. Electrician, Working Supervisor:
Duties: Installs, erects, maintains, alters or repairs any wire, cable, conduit, busway, raceway, support, insulator, conductor, appliance, apparatus, fixture or equipment which generates, transforms, transmits or uses electrical energy for light, heat, power or other purposes including the installation or maintenance of telecommunication, network wiring, and low voltage wiring. Coordinate, layout, and oversee the work of others.

22.23.2. Electrician, Journeyperson Electrician:
Duties: Same work as an E-1 licensee, but only while in the employment of a Contractor(s) licensed for such work.

22.23.3. Electrician, Apprentice:
Duties: Same work as an E-1 or E-2 licensee, but only with direct supervision of an Electrical Contractor(s) licensed through DCP.

22.24. Electricians: (Residential Buildings):
License(s) required: E-1, E-2, C-5, C-6, T-1, T-2, L-5 and L-6 issued by DCP

Electrical License Types:
E-1 Unlimited Electrical Contractor(s)
The holder of this license shall be permitted to do all electrical work as defined in section 20-330 of the general statutes.

E-2 Unlimited Electrical Journeyperson
The holder of this license shall be permitted to do all electrical work as defined in section 20-330 of the Connecticut General Statutes, and only while in the employment of a properly licensed Contractor(s).

C-5 Limited Electrical Contractor(s)
The holder of this license may Perform only work limited to low voltage, alarm or signal work, audio and sound systems, and telephone-interconnect. The voltage of any system is not to exceed forty-eight (48) volts or eight (8) amperes where such work commences at an outlet receptacle or connection previously installed by a person holding the proper electrical license.

C-6 Limited Electrical Journeyperson
The holder of this license may Perform only work as defined for C-5 category and only while in the employ of a licensed electrical Contractor(s).

T-1 Limited Electrical Contractor(s)
The holder of this license may Perform only work limited to telephone-interconnect systems where such work commences at an outlet receptacle or connection previously installed by a person holding the proper electrical license.

T-2 Limited Electrical Journeyperson
The holder of this license may Perform only work as defined for the T-1 category and only while in the employ of a licensed electrical Contractor(s).

L-5 Limited Electrical Contractor(s)
The holder of this license may Perform only work limited to low voltage, alarm or signal work, audio and sound systems. The installation or repair of any telecommunication work is not authorized with the exception of the interface wiring from an alarm system to an existing telephone connection for monitoring purposes. The voltage of the system is not to exceed 25 volts or five amperes where such work commences at an outlet receptacle or connection previously installed by a person holding the proper electrical license.

L-6 Limited Electrical Journeyperson
The holder of this license may Perform only work limited to low voltage, alarm or signal work, audio and sound systems, and only while in the employ of a Contractor(s) licensed for such work. The installation or repair of any telecommunication work is not authorized with the exception of the interface wiring from an alarm system to an existing telephone connection for monitoring purposes. The voltage of the system is not to exceed 25 volts or five amperes where such work commences at an outlet receptacle or connection previously installed by a person holding the proper electrical license.

Duties: Install, erect, maintenance, alteration or repair of any wire, cable, conduit, etc., which generates, transforms, transmits or uses electrical energy for light, heat, power or other purposes, including the installation or maintenance of telecommunication, network wiring, and low voltage wiring.

22.24.1. Electrician, Working Supervisor:
Duties: Installs, erects, maintains, alters or repairs any wire, cable, conduit, busway, raceway, support, insulator, conductor, appliance, apparatus, fixture or equipment

which generates, transforms, transmits or uses electrical energy for light, heat, power or other purposes including the installation or maintenance of telecommunication, network wiring, and low voltage wiring. Coordinate, layout, and oversee the work of others.

22.24.2. Electrician, Journeyperson Electrician:
Duties: Same work as an E-1 licensee, but only while in the employment of a Contractor(s) licensed for such work.

22.24.3. Electrician, Apprentice:
Duties: Same work as an E-1 or E-2 licensee, but only with direct supervision of an Electrical Contractor(s) licensed through DCP.

22.25. General Contracting Services:
License Requirement: Home Improvement Contractor(s) License issued by DCP.

The General Contractor(s) shall manage, coordinate and supervise a project that involves multiple trades as Subcontractor(s)s with construction schedules and awareness of the project's critical path needs. The General Contractor(s) shall Perform not less than twenty (20%) of the Services required for any given project. The General Contractor(s) shall create an SOW upon request of the Client Agency.

Duties: Performs highly skilled maintenance or construction work or both, requiring the application of trade skills, codes, and standard trade practices in a variety of trade areas including but not limited to: electrical, plumbing, carpentry, HVAC, glazing, masonry, painting work, and other trades in the construction industry; makes estimates of time, personnel, and material required on assigned tasks; keeps necessary records; Performs duties related to the trade or trade areas as required; considerable knowledge of and ability to apply the standard tools, materials, methods, and practices of a variety of trade areas. The General Contractor(s) shall oversee the construction, structural repair, structural alteration, structural framing, roofing, dismantling, or demolition of any structure or addition Performed by approved Subcontractor(s)s.

22.26. Painters:
22.26.1. Painter, Working Supervisor:
License or Registrations Requirements: As required by DCP.

Duties: Coordinates, plans, estimates and oversees the work of other painters. Painting, decorating, hardwood finishing, paper hanging, drywall painting for any and all types of building and residential work. Applies coats of paint, varnish, stain, enamel, or lacquer to decorate and protect interior and exterior surfaces, trimming and fixtures of buildings, and other structures: smooths surfaces using sandpaper brushes, or steel wool and removes old paint from surfaces using paint remover, scraper, wire brush, or blowtorch to prepare surfaces for painting. Fills nail holes, cracks, and joints with putty, plaster, or other filler. Selects premixed paints, or mixes required portions of pigment oil and thinning and drying substances to prepare paint that matches specified colors. Paints surfaces using brushes, spray gun or

rollers. Simulates wood grain, marble, brick or tile effects. Applies paint with cloth, brush, sponge, or finers to create special effects. Erects scaffolding or sets up ladders to Perform tasks above ground level.

22.26.2. Painter, Journeyperson Painter:
License or Registrations Requirements: As required by DCP.

Duties: Painting, decorating, hardwood finishing, paper hanging, drywall painting for any and all types of building and residential work. Applies coats of paint, varnish, stain, enamel, or lacquer to decorate and protect interior and exterior surfaces, trimming and fixtures of buildings, and other structures: smooths surfaces using sandpaper brushes, or steel wool and removes old paint from surfaces using paint remover, scraper, wire brush, or blowtorch to prepare surfaces for painting. Fills nail holes, cracks, and joints with putty, plaster, or other filler. Selects premixed paints, or mixes required portions of pigment oil and thinning and drying substances to prepare paint that matches specified colors. Paints surfaces using brushes, spray gun or rollers. Simulates wood grain, marble, brick or tile effects. Applies paint with cloth, brush, sponge, or finers to create special effects. Erects scaffolding or sets up ladders to Perform tasks above ground level.

22.27. Plumbers and Pipefitters:
License Requirements: P-1, P-2, P-6, P-7, P-8, P-9, J-1 and J-2 issued by DCP.

Plumbing Licenses:
J-1 Limited Contractor(s)
The holder of this license may Perform only work limited to domestic water pumps and water conditioning.

J-2 Limited Well Pumps and Piping Journeyperson
The holder of this license may Perform only work limited to domestic water pumps and water conditioning and only while in the employ of a Contractor(s) licensed for such work.

P-1 Unlimited Plumbing Contractor(s)
The holder of this license may do all plumbing and piping work as defined in section 20-330 of the Connecticut General Statutes.

P-2 Unlimited Journeyperson Plumber
The holder of this license may do all plumbing and piping work as so defined and only while in the employ of a Contractor(s) licensed for such work.

P-6 Limited Sewer, Storm, and Water Journeyperson
This license permits the installation, repair, replacement, alteration or maintenance of piping limited to water, sewer and storm lines from the point of utility responsibility to a point immediately inside a structure and only while in the employ of a Contractor(s) licensed for such work.

P-7 Limited Sewer, Storm, and Water Contractor(s)

This license permits the installation, repair, replacement, alteration or maintenance of piping limited to water, sewer and storm lines from the point of utility responsibility to a point immediately inside a structure.

P-8 Limited Gasoline Tank, Piping, and Pump Journeyperson
This license permits the installation, repair, replacement, alteration or maintenance of piping for petroleum tanks and related pumping equipment only, and only while in the employ of a Contractor(s) licensed for such work.

P-9 Limited Gasoline Tank, Piping, and Pump Contractor(s)
This license permits the installation, repair, replacement, alteration or maintenance of piping for petroleum tanks and related pumping equipment only.

22.27.1. Plumber Supervisor
Duties: Installation, repair, replacement, alteration or maintenance of all plumbing, heating, cooling and piping. Installs, repairs, replaces, alters or maintains gas, water, and associated fixtures, laboratory equipment, sanitary equipment, other than subsurface sewage disposal systems, all water systems for human usage, sewage treatment facilities and all associated fittings within a building and lateral storm and sanitary lines from building to the mains, swimming pools and pumping equipment, makes connections to back flow prevention devices, and works with low voltage wiring, not exceeding twenty-four volts, used within a lawn sprinkler system.

Installation, repair, replacement, alteration or maintenance of those portions of a solar hot water heating system, which include the basic domestic hot water tank and the tie-in to the potable water system.

22.27.2. Plumber, Journeyperson
Duties: Same work as the P-1 licensee, but only in the employ of a Contractor(s) licensed for such work. Assembles, installs, and repairs pipes, fittings, and fixtures of heating, water, and drainage systems, according to specifications and plumbing codes: studies building plans and working drawings to determine work aids required and sequence installations. Inspects structure to ascertain obstructions to be avoided to prevent weakening of structure resulting from installation of pipe. Locates and marks position of pipe connections and passage holes for pipe in walls and floors, using ruler, spirit level, and plumb bob. Cuts openings in walls and floors to accommodate pipe and pipe fittings, using hand tools and power tools. Cuts and threads pipe, using pipe cutters, cutting torch, and pipe threading machine. Bends pipe to required angle by use of pipe-bending machine or by placing pipe over block and bending it by hand. Assembles and installs valves, pipe fittings, and pipes composed of metals, such as iron, steel, brass, and lead and nonmetals, such as glass, vitrified clay, and plastic, using hand tools and power tools. Joins pipes by use of screws, bolts, fittings, solder, plastic solvent and caulk joints. Fills pipe system with water or air and reads pressure gauges to determine whether the system is leaking. Installs and repairs plumbing fixtures, such as sinks, commodes, bathtubs, water heaters, hot water tanks, garbage disposal units, dishwashers, and water softeners. Repairs and maintains plumbing by replacing washers in leaky

faucets, mending burst pipes and opening clogged drains. May weld holding fixtures to steel structural members.

22.28. Sprinkler Fitters

Installation, alteration, maintenance and repair of fire protection sprinkler systems. License required F-1, F-2, F-3 and F-4 issued by DCP.

License Types and Duties:
F1 Unlimited Fire Protection Sprinkler Contractor(s)
The holder of this license may do all fire protection sprinkler system work as defined in section 20-330 of the Connecticut General Statutes

F2 Unlimited Fire Protection Sprinkler Journeyperson
The holder of this license may do all fire protection sprinkler system work as defined in section 20-330 of the Connecticut General Statutes, but only while in the employ of a Contractor(s) licensed for such work.

F3 Limited Fire Protection Sprinkler Contractor(s)
The holder of this license may do such work as that work involved with foam extinguishing systems, special hazard systems including water spray, foam, carbon dioxide or dry chemical systems, halon and other liquid or gas fire suppression systems.

F4 Limited Fire Protection Sprinkler Journeyperson
The holder of this license may do such work as that work involved with foam extinguishing systems, special hazard systems including water spray, foam, carbon dioxide or dry chemical systems, halon and other liquid or gas fire suppression systems but only while in the employ of a Contractor(s) licensed for such work.

22.29. Sheet Metal Workers:

License Requirement:
SM-1 Limited Sheet Metal Contractor(s)
The holder of this license may Perform only work limited to the installation, erection, replacement, repair or alteration of any duct work system, both ferrous and nonferrous for ductwork systems of any size and type, excluding pneumatic conveyance systems.

SM-2 Limited Sheet Metal Journeyperson
The holder of this license may Perform only work limited to the installation, erection, replacement, repair or alteration of any duct work system, both ferrous and nonferrous for ductwork systems of any size and type, excluding pneumatic conveyance systems. The holder of this license may Perform such work only while in the employ of a Contractor(s) license for such work.

SM-3 Limited Sheet Metal Residential/Light Commercial Contractor(s)
The holder of this license may Perform only work limited to the installation, erection, replacement, repair or alteration of ductwork system, both ferrous and nonferrous for ductwork systems used within a light commercial or residential building.

SM-4 Limited Sheet Metal Residential/Light Commercial Journeyperson
The holder of this license may Perform only work limited to the installation, erection, replacement, repair or alteration of ductwork system, both ferrous and nonferrous for ductwork systems used within a light commercial or residential building.
The holder of this license may Perform such work only while in the employ of a Contractor(s) license for such work.

SM-5 Limited Sheet Metal Contractor(s) Hood Systems
The holder of this license may Perform only work limited to the installation, erection, replacement, repair or alteration of ductwork system, both ferrous and nonferrous for hood ductwork systems of any size and type limited to and as it pertains to the proscribed code standards.

SM-6 Limited Sheet Metal Journeyperson Hood Systems
The holder of this license may Perform only work limited to the installation, erection, replacement, repair or alteration of ductwork system, both ferrous and nonferrous for hood ductwork systems of any size and type limited to and as it pertains to the proscribed code standards. The holder of this license may Perform such work only while in the employ of a Contractor(s) license for such work.

Duties:
Layout, installation, erection, replacement, repair or alteration, including, but not limited to, onsite testing and balancing of related life safety components, environmental air, heating, ventilating and air conditioning systems by manipulating, adjusting or controlling such systems for optimum balance Performance of any duct work system, ferrous, nonferrous or other material for ductwork systems, components, devices, air louvers or accessories, in accordance with the State Building Code;

Fabricate, assembles, installs and repairs sheet metal products and equipment in such areas as ventilation, air-conditioning, warm air heating, restaurant equipment, architectural sheet metal work, sheet metal roofing, and aluminum gutters.
Fabrication, handling, assembling, erecting, altering, repairing, etc. of coated metal material panels and composite metal material panels when used on building exteriors and interiors as soffits, facia, louvers, partitions, canopies, cornice, column covers, awnings, beam covers, cladding, sunshades, lighting troughs, spires, ornamental roofing, metal ceilings, mansards, copings, ornamental and ventilation hoods, vertical and horizontal siding panels, trim, etc. The sheet metal classification also applies to the vast variety of coated metal material panels and composite metal material panels.

Fabrication, handling, assembling, erecting, altering, repairing, etc. of architectural metal roof, standing seam roof, composite metal roof, metal and composite bathroom/toilet partitions, aluminum gutters, metal and composite lockers and shelving, kitchen equipment, and walk-in coolers.

22.30. Welding Services:

License Requirement:
G-8 Limited Welding Journeyperson
The holder of this license may Perform only work limited to the welding process of all pipe and associated fittings and materials used by persons licensed pursuant to chapter 393 of the Connecticut General Statutes as long as such piping, associated fittings and materials are used by persons licensed to Perform work a defined by section 20-330 of the Connecticut General Statutes and only while in the employ of a properly licensed Contractor(s).

G-9 Limited Welding Contractor(s)
The holder of this license may Perform only work limited to the welding process of all pipe and associated fittings and materials used by persons licensed pursuant to chapter 393 of the Connecticut General Statutes as long as such piping, associated fittings and materials are used by persons licensed to Perform work a defined by section 20-330 of the Connecticut General Statutes.

VT-1 Limited Heating and Cooling Contractor(s) (Valves)
The holder of this license may Perform only work limited to the inspection, maintenance, assembly or disassembly, repair (including machining or grinding) or replacement of all classes and types of valves.

VT-2 Limited Heating and Cooling Journeyperson (Valves)
The holder of this license may Perform work only while in the employ of a properly licensed Contractor(s) and only work limited to the inspection, maintenance, assembly or disassembly, repair (including machining or grinding) or replacement of all classes and types of valves.

22.30.1.1. Welder, Working Supervisor
License Requirements: License as required by DCP for specific types of jobs (i.e., Pressure Valve, Gas Line, Bridge, Structural, etc.)

Duties: Supervises and coordinates activities of workers engaged in the welding construction, fabrication, installation and repair of structures and fixtures. Reads blueprints, Performs highly skilled welding tasks in accordance with standard trade practices, weld metal parts by oxyacetylene torch and welding rods or electric welding apparatus (i.e., MIG, TIG, STICK, HELI-ARC, etc.), lays out work and assigns workers to such tasks as cutting material and erecting steel structures and fixtures, selects materials and structural units and inspects to insure conformance with provisions of building code and local ordinances, determines sequence of events concerned with fixture assembly and erection of structure, prepares cost estimates, inspects work of Subcontractor(s)s to insure conformance with specifications, considerable knowledge of and ability to apply standard tools, materials, methods and practices, interpersonal skills, oral and written communication skills, and ability to prepare estimates and keep accurate job records.

22.30.1.2. Welder, Common Laborer
License Requirements: License as required by DCP for specific types of job (i.e., Pressure Valve, Gas Line, Bridge, Structural, etc.).

Duties: Performs any combination of duties on welding projects, usually works in utility capacity by transferring from one task to another where demands require worker with varied experience and ability to work without close supervision.

22.31. Window Cleaning Services:

License or Registrations Requirements: As required by DCP

Duties: Window cleaners wash and dry glass surfaces on the insides and outsides of residential and commercial buildings. Clean and wash glass partitions, mirrors, and other glass surfaces. Clean and wash windows using scaffolding, ladders, or special safety equipment to complete work.

22.32. Apprentice (All Trades)

A person who is learning a trade from a skilled employer who is in a system of training with a trade or profession with on-the-job training and often some accompanying study.

22.33. Overhead Door Services

License or Registrations Requirements: As required by DCP.

Duties: Installation, routine maintenance, and emergency repairs of overhead doors.

22.34. Chain Link Fence Services:

License or Registrations Requirements: As required by DCP

Duties: Supervises and coordinates activities involved in chain link fence installation, replacement, and repair of metal fencing surrounding institutional establishments and residential locations using equipment and tool required to complete the work.

CONTRACT #: 23PSX0243
EXHIBIT A - ATTACHMENT 1
STATEMENT OF WORK

Date:		Client Agency:	
Project Name:			
Project Location:			
Project Number:		Project Start Date:	
Contractor Name:			
Project Cost:		Completion Date:	

1. Scope of Project:

2. Specifications/Deliverables:

3. List of Attachments and Drawings:

CONTRACT #: 23PSX0243
EXHIBIT A - ATTACHMENT 1
STATEMENT OF WORK

Order Proposal Worksheet

Materials & Equipment

Item#	Quantity	Description of Materials and Equipment	Unit Cost	Total Cost
			Materials and Equipment Total:	

Subcontractors

Trade	Subcontractor Name	Total
		Total Subcontractor's Labor:

Total Proposed Amount:	

CONTRACT #: 23PSX0243
EXHIBIT A - ATTACHMENT 1
STATEMENT OF WORK

SIGNATURE PAGE OF STATEMENT OF WORK

CONTRACTOR	STATE OF CONNECTICUT
_____	Department of _____
By: _____	By: _____
Name: _____ Print or Type Name	Name: _____ Print or Type Name
Title: _____	Title: _____
Date: _____	Date: _____

State of Connecticut

CONTRACT#: 23PSX0243
EXHIBIT A - ATTACHMENT 2
PROJECT CHANGE ORDER/ADDENDUM

Date:	
Project Number:	
Project Name:	
Project Location:	
Project Addendum Number:	

1. Scope of Project
   General Clarifications / Comments:

2. Changes to Specifications and Deliverables:

3. Changes to Attachments and Drawings:

Change Order Proposal Worksheet

Date:		Client Agency:	
Project Name:			
Project Location:			
Project Number:		Project Start Date:	
Contractor Name:			
Project Cost:		Completion Date:	

Materials & Equipment

Item#	Quantity	Description of Materials and Equipment	Unit Cost	Total Cost
			Materials and Equipment Total:	

Subcontractors

Trade	Subcontractor Name	Total
		Total Subcontractor's Labor:

Total Proposed Change Order Amount:	

SIGNATURE PAGE OF STATEMENT OF WORK PROJECT CHANGE ORDER / ADDENDUM

CONTRACTOR	STATE OF CONNECTICUT
_____	Department of _____
By: _____	By: _____
Name: _____ Print or Type Name	Name: _____ Print or Type Name
Title: _____	Title: _____
Date: _____	Date: _____

CONTRACT #: 23PSX0243
EXHIBIT A – ATTACHMENT 3
STANDARD AND PREVAILING WAGE RATES

Standard Wage Rates
Information concerning Section 31-57f of the Connecticut General Statutes and when it applies may be obtained from the Connecticut Department of Labor's web site, which may currently be accessed at http://www.ctdol.state.ct.us/wgwkstnd/standardwage.htm.

Contractors shall comply with all provisions of CGS Section 31-57f, Standard Wage Rates for Certain Service Workers and shall pay wages in accordance with the current wage rates provided by the Department of Labor ("DOL"). A link to the Standard Wages by town is provided below, as it may be modified from time to time:

http://www.ctdol.state.ct.us/wgwkstnd/prevailing-rates/service/rates-service.htm

Questions concerning Standard Wage Rates should be addressed to the Connecticut Department of Labor, Wage and Workplace Standards Division, 200 Folly Brook Blvd., Wethersfield, CT 06106-1114, 860/263-6790.

Prevailing Wage Rates
DCS shall determine, in its sole discretion, if a project meets the criteria of CGS Section 31-53. If the project meets the criteria of CGS Section 31-53, the Contractor shall be subject to prevailing wages. The following paragraph shall apply and is made a part of this Contract in accordance with the requirements of CGS Section 31-53(a):

"The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in subsection (i) of this section, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any Contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day."

CONTRACT #:23PSX0243
EXHIBIT A-ATTACHMENT 4
BADGING REQUIREMENTS FOR THE CONNECTICUT AIRPORT AUTHORITY, BRADLEY INTERNATIONAL AIRPORT

1. All Contractor employees must pass all standard security requirements (based on activity and location) and pass prescribed driver training before entering Bradley International Airport or engaging in any part of the Performance.

2. Contractors shall not allow any of their employees to enter the Airport or undertake any part of the Performance unless the employees shall have first been issued an individual, valid, security identification badge which they shall display properly at all times while at the Airport. The security badge will be issued upon the successful completion of a ten year (10) criminal history records check, and Transportation Security Administration Security Threat Assessment and a training/testing program – all administered by Airport personnel. The cost per person is $50. This charge is subject to change during the term of the Contract. Persons with felony convictions will be evaluated on an individual basis. Client Agency may, at any time during the term of the Contract and in its sole discretion, modify the criminal history records check, training, testing program, security and badge requirements. Contractor shall comply with all such modifications.

3. Contractor shall assign at least one individual, but no more than 3 individuals, to act as an Authorized Supervisor for the airport. Prior to starting Performance, Contractors shall direct the Authorized Supervisors to comply with all of the applicable terms and conditions of this Contract, including doing any and all things which the Authorized Supervisors deem to be necessary or appropriate to ensure full Performance.

4. Client Agency shall deliver to the Contractors a copy of the applicable requirements of all federal and state regulations governing aviation security activities prior to Contractors starting Performance. Contractors shall comply fully with all of those requirements and regulations and shall ensure the same for all of their employees who will Perform in any way.

5. The duties of the Authorized Supervisor are to:

   a) read, understand and follow fully all of the requirements of all federal and state regulations governing aviation security activities;

   b) Notify the security badging office or BDL Airport Operations immediately of all employee terminations and transfers in writing, which may include via e-mail.

   c) Return to the security badging office or BDL Airport Operations a termination form with the terminated or transferred employee's security badge along with all other security-related items that had been issued to the employee, including, but not limited to, keys, gate cards and ramp stickers, no later than twenty-four (24) hours after the effective date of the termination or transfer. If the Authorized Supervisor fails to return timely the badge or other security related-item, the Authorized Supervisor shall submit a termination form no later than one (1) week after the effective date of the

termination or transfer, along with a written explanation detailing the course of action that has been taken towards retrieving the outstanding item(s);

d) limit the distribution of security related information only to persons with valid, Bradley International Airport security badges and as requested by the Airport Security Coordinator (ASC) or designated representative ;

e) not pre-sign badging applications and complete the entire Authorized Supervisor section of the badging application for all Contractors employees who will Perform under this Contract;

f) report lost or stolen badges in writing immediately to the security badging office and/or Airport Operations on the standard lost/stolen security badge report.

6. Contractors shall ensure that the Authorized Supervisors read, understand and follow all of their prescribed such regulations and requirements. Accordingly, prior to starting Performance, and as a condition precedent to any of Contractors' employees being allowed to enter the Airport to Perform, Contractors shall deliver to the Client Agency a document signed by the Authorized Supervisors in Attachment 5 Bradley International Airport Authorized Supervisor's Acknowledgment and Acceptance of Duties.

CONTRACT #: 23PSX0243
EXHIBIT A - ATTACHMENT 5
BRADLEY INTERNATIONAL AIRPORT
AUTHORIZED SUPERVISOR'S ACKNOWLEDGMENT AND ACCEPTANCE OF DUTIES

I, _____, the undersigned, with regard to _____ activities at Bradley International Airport (BDL), accept the assignment as an Authorized Supervisor under a certain Contract between _____ and the State of Connecticut. I acknowledge and accept that as Authorized Supervisor under that Contract that my duties are to and I shall:

1. read, understand and follow fully all of the requirements of all federal and state regulations governing aviation security activities;
2. notify the security badging office or BDL Airport Operations **immediately** of all employee terminations and transfers in writing, which may include via e-mail.
3. return to the security badging office or BDL Airport Operations a termination form with the terminated or transferred employee's security badge along with all other security-related items that had been issued to the employee, including, but not limited to, keys, gate cards and ramp stickers, no later than twenty-four (24) hours after the effective date of the termination or transfer. If the Authorized Supervisor fails to return timely the badge or other security related-item, the Authorized Supervisor shall submit a termination form no later than one (1) week after the effective date of the termination or transfer, along with a written explanation detailing the course of action that has been taken towards retrieving the outstanding item(s) ;
4. limit the distribution of security related information only to persons with valid, Bradley International Airport security badges and as requested by the Airport Security Coordinator (ASC) or designated representative ;
5. not pre-sign badging applications and complete the entire Authorized Supervisor section of the badging application for all Contractors employees who will Perform under this Contract; and
6. report lost or stolen badges in writing immediately to the security badging office and/or Airport Operations on the standard lost/stolen security badge report.

With my signature below I am verifying that I have received a copy of, and fully understand these requirements and my obligations and that I shall comply fully.

_____	_____	_____
Company Name	Signature of Authorized Supervisor	Initials
_____	_____	
Company Mailing Address	Print Full Name	
_____	_____	
City, State, Zip	Title	
_____	_____	_____
Phone Number(s)	Fax No.	E-Mail Address

CONTRACT #:23PSX0243
EXHIBIT A- ATTACHMENT 6
DEPARTMENT OF CORRECTION CONTRACTOR SECURITY REQUIREMENTS

A. Facility Admittance

(1) Contractors shall not allow any of their employees to enter the grounds of or any structures in any Department of Correction ("DOC") facility ("Facility") or undertake any part of the Performance unless the employees shall have first been issued an individual, valid, security identification badge which they shall display properly at all times while at the Facility.

(2) Contractor employees who seek admittance to a DOC Facility must first undergo a background check to confirm their eligibility to be admitted into the DOC Facility. Accordingly, Contractors must obtain from the DOC a form for each such employee and complete and submit that form to DOC at least 10 business days prior to the date that the employee is scheduled to arrive at the DOC Facility for the Performance. Information on the form includes the following:

a) Name

b) Date of Birth

c) Social Security Number

d) Driver's License Number

e) Physical Characteristics (such as age, height, weight, etc.)

B. Official Working Rules

Contractors shall adhere to the following Official Working Rules of the DOC:

(1) All Contractors shall report to the Facility's security front desk for sign-in, regardless of work location, immediately upon arrival at the Facility.

(2) All Contractor personnel shall work under the observation of an assigned correctional officer or supervisor, who will provide escort for the duration of the work.

(3) No verbal or personal contact with any inmates.

(4) Equipment will be checked daily and, when not in use, locked in a secure place as the Facility officials may direct.

(5) Hacksaws, blades and files will remain in the custody of the officer assigned, except when actually being used.

(6) The correctional officials may refuse admittance to any Contractor personnel for any cause the correctional officials deem to be sufficient.

(7) In the event of any emergency, all Contractor personnel will be escorted outside the Facility by correctional officials.

(8) Contractors shall address all questions pertaining to interruptions of service or to safety of the Facility to the appropriate correctional official.

(9) Work at the Facility shall be carried on during the time between 8:00 a.m. and 12:00 Noon and between 12:30 p.m. and 4:30 p.m., the maximum allowable working day being 8 hours. The Contractor shall not Perform any work at any Facility on any Saturday, Sunday or Holiday, unless DOC determines, in its sole discretion, that there is an emergency.

(10) The Contractor shall ensure that when all equipment is not in use, it will be unusable or be supervised to prevent use by inmates.

(11) The Contractor shall supply to DOC a copy of all material safety data sheets for all products used in the process of construction, construction materials, and products brought onto the Facility.

(12) All Contractors shall sign out at the Facility's security front desk prior to departure following completion of any work.

C. Rules Concerning Department of Correction Facilities

Contractors shall adhere to the Facilities rules ("Facilities Rules") described in this section. At the time that Contractors and Contractor Parties seek to enter a Facility, DOC staff will present to them a document setting forth the following Facilities Rules and extracts of the laws governing the introduction and control of contraband. Contractors and Contractors Parties must read, understand and sign that document as a condition precedent to entering the Facility and as evidence that they understand the consequences imposed for violating these Facilities Rules:

(1) Restricted Areas

All persons except DOC personnel, upon entering the grounds are restricted to the immediate area of their work assignment. In order to go to other areas, Contractor personnel must first obtain written permission from the supervisory correctional official in charge. Only persons having official business will be admitted to construction sites.

(2) Inmates

There may be times when inmates may be working adjacent to or in the same area as construction personnel. All persons are prohibited from accepting or giving anything from and to an inmate. Inmates are accountable to DOC personnel only, no other person shall have any conversation or dealings with inmates without the approval of the DOC supervisory official in charge.

(3) Vehicle Control

Any Contractor personnel entering upon the Facility shall remove the ignition keys of their vehicle and lock the vehicle when they leave it for any reason. Contractors shall ensure that all equipment in, on or around the vehicles is secured and inaccessible to anyone else while in the Facility.

(4) Contraband

Contractors shall not bring clothing or contraband into or onto the Facility's grounds or leave clothing or contraband in a vehicle located on the grounds of the Facility outside of an area designated by DOC personnel. Contraband is defined below and all persons are subject to these DOC Facilities Rules concerning contraband when on the Facility's grounds.

Contractor shall not introduce into or upon, take or send to or from, or attempt the same to or from, the grounds of the Facility anything whatsoever without the knowledge of the Facility supervisor.

"Contraband" means any tangible or intangible article whatsoever which DOC has not previously authorized and may include letters, stamps, tools, weapons, papers, floor implements, writing materials, messages (written and verbal), instruments and the like. Contractors shall discuss any questions regarding such matters with the Facility supervisor immediately upon those questions arising.

Cigarettes and Cell Phones are "contraband." Accordingly, Contractors shall leave them secured inside their locked vehicles in an area designated by DOC personnel.

Failure to comply with these Facilities Rules, in the sole determination of DOC, will result in the Contractor being removed from the Facility.

D. State Laws Governing Unauthorized Conveyance, Possession or Use of Items, Weapons and Certain Devices

(1) Unauthorized conveyance of certain items brought into the Facility is governed by Conn. Gen. Stat. Sec. 53a-174, which provides as follows:

a) Any person not authorized by law who conveys or passes or causes to be conveyed or passed, into any correctional or humane institution or the grounds or buildings thereof, or to any inmate of such an institution who is outside the premises thereof and known to the person so conveying or passing or causing such convey or passing to be such an inmate, any

controlled drug, as defined in section 21a-240, any intoxicating liquors, any firearm, weapon, dangerous instruments or explosives of any kind, any United States currency, or any rope, ladder or other instrument or device for use in making, attempting or aiding an escape, shall be guilty of a class D felony. [Penalty for a Class "D" felony per Sec. 53a-35 subsection a, b, c, d is a term not to exceed five (5) years.]The unauthorized conveying, passing, or possessing of any rope or ladder or other instrument or device, adapted for use in making or aiding an escape, into any such institution or the grounds or building thereof, shall be presumptive evidence that it was so conveyed, passed or possessed for such use.

b) Any person not authorized by law who conveys into any such institution any letter or other missive which is intended for any person confined therein, or who conveys from within the enclosure to the outside of such institution any letter or other missive written or given by any person confined therein, shall be guilty of a class A misdemeanor. [Penalty for a Class "A" misdemeanor per Sec. 53a-36 subsection 1, the term is not to exceed one (1) year.]

c) Any person or visitor who enters or attempts to enter a correctional institution or Facility by using a misleading or false name or title shall be guilty of a class A misdemeanor.

(2) Possession of weapons or dangerous instruments in the Facility is governed by Conn. Gen. Stat. Sec.53a-174a, which provides as follows:

a) A person is guilty of possession of a weapon or dangerous instrument in a correctional institution when, being an inmate of such institution, he knowingly makes, conveys from place to place or has in his possession or under his control any firearm, weapon dangerous instrument, explosive, or any other substance or thing designed to kill, injure or disable.

b) Possession of a weapon or dangerous instrument in a correctional institution is a class B felony. [Penalty for a Class "B" felony per Sec. 53a-35 subsection a, b, c, d is a term not to exceed twenty (20) years.]

(3) Conveyance or use of electronic or wireless communication devices in the Facility is governed by Conn. Gen. Stat. Sec. 53a-174b, which provides as follows:

a) A person is guilty of conveyance or use of an electronic wireless communication device in a correctional institution when such person, without authorization by the Commissioner of Correction or the commissioner's designee, (1) conveys or possesses with intent to convey an electronic wireless communication device to any inmate of a correctional institution while such inmate is in such institution, or (2) uses an electronic wireless communication device to take a photographic or digital image in a correctional institution.

b) Conveyance or use of an electronic wireless communication device in a correctional institution is a class A misdemeanor

Signed:_____ Date:_____

23PSX0243 Exhibit B Price Schedule

*** The Contractor shall be paid for Emergency Work at out of State locations the rates listed in the neighboring Connecticut County***

Item	Services / Contractors	New London County			
		Hourly Rate	Maximum Hourly Rate	After Hour Rate	Maximum After Hour Rate
23	Electricians (Commerical Buildings/High Voltage)				
	Advanced Energy Group	$ 108.00	$ 110.00	$ 162.00	$ 165.00
	Air Temp Mechanical Services Inc.	$ 110.00	$ 110.00	$ 165.00	$ 165.00
	Andresen Electrical Services LLC	$ 110.00	$ 110.00	$ 165.00	$ 165.00
	Atlantic Restoration & Remodeling Group LLC	$ 110.00	$ 110.00	$ 165.00	$ 165.00
	Beacon Electric, Inc.	$ 93.50	$ 110.00	$ 140.25	$ 165.00
	Carson Associates, LLC	$ 105.00	$ 110.00	$ 145.00	$ 165.00
	Caruso Electric Company	No Bid	$ 110.00	No Bid	$ 165.00
	D/E/F Services Group. Ltd	$ 93.00	$ 110.00	$ 130.00	$ 165.00
	E-Tech Systems LLC	$ 100.00	$ 110.00	$ 150.00	$ 165.00
	Greenwich Electric LLC	No Bid	$ 110.00	No Bid	$ 165.00
	J.H. LaPierre, Jr. & Son, LLC	$ 75.00	$ 110.00	$ 112.50	$ 165.00
	Lightning Services, Inc.	$95.00	$ 110.00	$142.50	$ 165.00
	MACHNIK BROS, Inc.	$ 109.50	$ 110.00	$ 164.25	$ 165.00
	McMellon J Oross	$ 80.00	$ 110.00	$ 110.00	$ 165.00
	Mercury Electric, LLC	$ 85.00	$ 110.00	$ 127.50	$ 165.00
	Newington Electric Co Inc.	$ 110.00	$ 110.00	$ 165.00	$ 165.00
	Pasquariello Electric Corp	$ 109.00	$ 110.00	$ 164.00	$ 165.00
	Prime Electric LLC	$ 110.00	$ 110.00	$ 165.00	$ 165.00
	R & C Electric, LLC	$ 110.00	$ 110.00	$ 165.00	$ 165.00
	Red Thread Spaces LLC	$ 110.00	$ 110.00	$ 165.00	$ 165.00
	Sal Sabia Electrical Contractors, Inc.	No Bid	$ 110.00	No Bid	$ 165.00
	Superior Electric LLC	$ 110.00	$ 110.00	$ 165.00	$ 165.00
	T & T Complete Landscaping, LLC	$ 110.00	$ 110.00	$ 165.00	$ 165.00
	Thorogood Electric	$ 100.00	$ 110.00	$ 155.00	$ 165.00
	Universal Building Controls, Inc.	$ 109.00	$ 110.00	$ 164.00	$ 165.00
	WC McBride Electrical Contractors, LLC	$ 108.00	$ 110.00	$ 159.00	$ 165.00
	West Electric LLC	$ 95.00	$ 110.00	$ 142.50	$ 165.00

#15

TOWN OF WATERFORD
TRANSFER REQUEST FORM

Out of Series Transfer Request

VARIOUS - YEAR END
DEPARTMENT

FY2024

Line No.	Org. Code	Object Code	Object Description	APPROVED Budget Amount	CURRENT Available Budget	ACCOUNT INCREASE	ACCOUNT DECREASE	REVISED Available Budget
1	10106	52040	SERVICE CONTRACTS	1,146.00	64.56		(19.00)	45.56
2	10106	53010	OFFICE SUPPLIES	380.00	(18.88)	19.00		0.12
3								0.00
4	10110	53090	FUELS AND LUBRICANTS	810.00	246.53		(232.00)	14.53
5	10110	54060	OFFICE EQUIPMENT	40.00	(232.00)	232.00		0.00
								0.00
					TOTAL	251.00	(251.00)	

Explanation

FINAL YEAR END AUDITOR REQUESTS

1-2: Additional supplies needed during tax season.

4-5: The office needed additional supplies not provided by the finance department.

Department Head _____ **Date** _____

Director of Finance _____ **Date** _____

First Selectman _____ **Date** _____

Commission/Board Approval _____ **Date** _____

revised 9/9/20

Town of Waterford, CT

YEAR-TO-DATE BUDGET REPORT

FOR 2024 13

		ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
101 GENERAL FUND								
10106 TAX COLLECTOR								
51010 ELECTED OFFICIALS								
10106 51010	ELECTED OFFICIALS	87,255.00	982.00	88,237.00	88,236.65	0.00	0.35	100.0%
51210 CLERICAL AND TECHNICAL								
10106 51210	CLERICAL AND TECHNICAL	85,437.00	7,417.00	92,854.00	92,898.25	0.00	-44.25	100.0%
51810 OVERTIME								
10106 51810	OVERTIME	0.00	0.00	0.00	0.00	0.00	0.00	.0%
51920 F.I.C.A.								
10106 51920	F.I.C.A.	13,211.00	0.00	13,211.00	13,110.31	0.00	100.69	99.2%
52010 ADVERTISING								
10106 52010	ADVERTISING	675.00	0.00	675.00	654.06	0.00	20.94	96.9%
52020 POSTAGE								
10106 52020	POSTAGE	7,500.00	2,000.00	9,500.00	9,357.33	0.00	142.67	98.5%
52030 PROFESSIONAL FEES								
10106 52030	PROFESSIONAL FEES	21,646.00	6,384.00	28,030.00	28,029.51	0.00	0.49	100.0%

YEAR-TO-DATE BUDGET REPORT

FOR 2024 13

ORIGINAL APPROP	TRANS/ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
52040 SERVICE CONT AND REPAIRS						
10106 52040 SERVICE CONT. AND REPAIRS						
1,146.00	0.00	1,146.00	1,081.44	0.00	64.56	94.4%
52050 DUES CONFER						
10106 52050 DUES,CONFERENCES & EDUCATION						
945.00	0.00	945.00	945.00	0.00	0.00	100.0%
53010 OFFICE SUPPLIES						
10106 53010 OFFICE SUPPLIES						
50.00	330.00	380.00	398.88	0.00	-18.88	105.0%
54060 OFFICE EQUIPMENT						
10106 54060 OFFICE EQUIPMENT						
0.00	2,340.00	2,340.00	2,329.06	0.00	10.94	99.5%
TOTAL TAX COLLECTOR						
217,865.00	19,453.00	237,318.00	237,040.49	0.00	277.51	99.9%
TOTAL GENERAL FUND						
217,865.00	19,453.00	237,318.00	237,040.49	0.00	277.51	99.9%
TOTAL EXPENSES						
217,865.00	19,453.00	237,318.00	237,040.49	0.00	277.51	
GRAND TOTAL						
217,865.00	19,453.00	237,318.00	237,040.49	0.00	277.51	99.9%

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

Town of Waterford, CT

YEAR-TO-DATE BUDGET REPORT

FOR 2024 13

	ORIGINAL APPROP	TRANS/ADJSTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
101 GENERAL FUND							
10110 PLANNING & ZONING COMM.							
51110 ADMINISTRATION							
10110 51110 ADMINISTRATION	111,283.00	-3,900.00	107,383.00	107,362.38	0.00	20.62	100.0%
51120 INSPECTION							
10110 51120 INSPECTION	282,411.00	6,100.00	288,511.00	288,459.11	0.00	51.89	100.0%
51210 CLERICAL AND TECHNICAL							
10110 51210 CLERICAL AND TECHNICAL	162,634.00	-2,500.00	160,134.00	160,034.78	0.00	99.22	99.9%
51810 OVERTIME							
10110 51810 OVERTIME	6,164.00	-4,000.00	2,164.00	1,750.09	0.00	413.91	80.9%
51910 FRINGE BENEFITS							
10110 51910 FRINGE BENEFITS	5,838.00	-3,300.00	2,538.00	2,531.78	0.00	6.22	99.8%
51920 F.I.C.A.							
10110 51920 F.I.C.A.	43,478.00	-3,600.00	39,878.00	39,789.39	0.00	88.61	99.8%
52010 ADVERTISING							
10110 52010 ADVERTISING	4,000.00	-1,260.00	2,740.00	2,739.56	0.00	0.44	100.0%

YEAR-TO-DATE BUDGET REPORT

FOR 2024 13

	ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
52020 POSTAGE							
10110 52020 POSTAGE	450.00	0.00	450.00	280.60	0.00	169.40	62.4%
52030 PROFESSIONAL FEES							
10110 52030 PROFESSIONAL FEES	20,000.00	24,700.00	44,700.00	42,205.40	0.00	2,494.60	94.4%
52040 SERVICE CONT AND REPAIRS							
10110 52040 SERVICE CONT. AND REPAIRS	15,781.00	-9,300.00	6,481.00	6,460.99	0.00	20.01	99.7%
52050 DUES CONFER							
10110 52050 DUES,CONFERENCES & EDUCAT	3,521.00	0.00	3,521.00	3,490.80	0.00	30.20	99.1%
52060 PRINTING							
10110 52060 PRINTING	450.00	0.00	450.00	139.10	0.00	310.90	30.9%
52070 REIMBURSABLE EXPENSES							
10110 52070 REIMBURSABLE EXPENSES	200.00	0.00	200.00	0.00	0.00	200.00	.0%
53010 OFFICE SUPPLIES							
10110 53010 OFFICE SUPPLIES	2,750.00	-1,540.00	1,210.00	1,207.67	0.00	2.33	99.8%
53090 FUELS AND LUBRICANTS							
10110 53090 FUELS AND LUBRICANTS	810.00	0.00	810.00	563.47	0.00	246.53	69.6%

YEAR-TO-DATE BUDGET REPORT

FOR 2024 15

ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
54060 OFFICE EQUIPMENT						
10110 54060 OFFICE EQUIPMENT						
1,440.00	-1,400.00	40.00	272.00	0.00	-232.00	680.0%
TOTAL PLANNING & ZONING COMM						
661,210.00	0.00	661,210.00	657,287.12	0.00	3,922.88	99.4%
TOTAL GENERAL FUND						
661,210.00	0.00	661,210.00	657,287.12	0.00	3,922.88	99.4%
TOTAL EXPENSES						
661,210.00	0.00	661,210.00	657,287.12	0.00	3,922.88	
GRAND TOTAL						
661,210.00	0.00	661,210.00	657,287.12	0.00	3,922.88	99.4%

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

#16

TOWN OF WATERFORD
TRANSFER REQUEST FORM

In Series (Over $1000)

VARIOUS YEAR END
DEPARTMENT

FY2024

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	51411	INCENTIVE PROGRAM STEPENDS	$ 23,879	$ (7,024)	7,024.00		$ -
2	10123	51410	FIRE FIGHTING	$ 1,227,635	$ 2,869		(2,869.00)	$ (0)
3	10123	51412	PART TIME FIREFIGHTING	$ 158,209	$ 4,297		(4,155.00)	$ 142
4								$ -
5	10137	52040	SERVICE CONTRACTS	$ 5,090.00	$ 931.91		(931.00)	$ 1
6	10137	52080	TELEPHONE	$ 2,740.00	$ 856.87		(712.00)	$ 145
7	10137	52380	PROGRAMS	$ 37,999.00	$ (1,642.39)	1,643.00		$ 1
8								$ -
9								$ -
					TOTAL	8,667.00	(8,667.00)	

Explanation:

FINAL AUDITOR REQUESTS

1-3: More last quarter volunteer stipends expended than expected based on previous quarter payments. Firefighting salaries avalable due to change in staffing

5-7: Prgrams costs increased due to changes in minimum wage and approved salary increases. Funds available due to the custodial contract being transferred to Public Works and reduced telephone costs.

Department Head — **Date**

Director of Finance — **Date**

First Selectman — **Date**

Commission/Board Approval — **Date**

revised 9/9/20

Town of Waterford, CT

YEAR-TO-DATE BUDGET REPORT

FOR 2024 13

	ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
101 GENERAL FUND							
10123 FIRE SERVICES							
51110 ADMINISTRATION							
10123 51110 ADMINISTRATION	204,179.00	-8,298.00	195,881.00	195,880.16	0.00	0.84	100.0%
51120 INSPECTION							
10123 51120 INSPECTION	83,068.00	979.00	84,047.00	84,046.50	0.00	0.50	100.0%
51210 CLERICAL AND TECHNICAL							
10123 51210 CLERICAL AND TECHNICAL	147,637.00	19,989.00	167,626.00	167,625.63	0.00	0.37	100.0%
51240 EDUCATIONAL INCENTIVE							
10123 51240 EDUCATIONAL INCENTIVE	16,750.00	-8,510.00	8,240.00	8,240.00	0.00	0.00	100.0%
51410 FIRE FIGHTING							
10123 51410 FIRE FIGHTING	1,202,923.00	24,712.00	1,227,635.00	1,224,766.37	0.00	2,868.63	99.8%
51411 INCENTIVE PROGRAM STIPENDS							
10123 51411 INCENTIVE PROGRAM STIPENDS	50,000.00	-26,121.00	23,879.00	30,903.00	0.00	-7,024.00	129.4%
51412 PART TIME FIREFIGHTING							
10123 51412 PART TIME FIREFIGHTING	210,000.00	-51,791.00	158,209.00	153,912.00	0.00	4,297.00	97.3%

YEAR-TO-DATE BUDGET REPORT

FOR 2024 13

ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
51440 DISPATCH						
10123 51440 DISPATCH						
0.00	0.00	0.00	0.00	0.00	0.00	.0%
51450 EXTRA DUTY						
10123 51450 EXTRA DUTY						
0.00	0.00	0.00	0.00	0.00	0.00	.0%
51451 EXTRA DUTY REGULAR WAGES						
10123 51451 EXTRA DUTY REGULAR WAGES						
0.00	0.00	0.00	0.00	0.00	0.00	.0%
51810 OVERTIME						
10123 51810 OVERTIME						
245,000.00	18,623.00	263,623.00	259,349.32	0.00	4,273.68	98.4%
51812 FIRE INSPECTORS' OVERTIME						
10123 51812 FIRE INSPECTORS' OVERTIME						
0.00	0.00	0.00	0.00	0.00	0.00	.0%
51820 REPLACEMENT OVERTIME						
10123 51820 REPLACEMENT OVERTIME						
0.00	0.00	0.00	0.00	0.00	0.00	.0%
51830 TRAINING & EDUCATION						
10123 51830 TRAINING OVERTIME						
0.00	0.00	0.00	0.00	0.00	0.00	.0%
51920 F.I.C.A.						
10123 51920 F.I.C.A.						
165,206.00	0.00	165,206.00	151,403.58	0.00	13,802.42	91.6%

YEAR-TO-DATE BUDGET REPORT

FOR 2024 13

	ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
52010 ADVERTISING							
10123 52010 ADVERTISING	400.00	-400.00	0.00	0.00	0.00	0.00	.0%
52020 POSTAGE							
10123 52020 POSTAGE	250.00	-167.00	83.00	82.09	0.00	0.91	98.9%
52030 PROFESSIONAL FEES							
10123 52030 PROFESSIONAL FEES	2,500.00	-767.00	1,733.00	1,732.31	0.00	0.69	100.0%
52040 SERVICE CONT AND REPAIRS							
10123 52040 SERVICE CONT. AND REPAIRS	13,530.00	2,725.00	16,255.00	16,229.94	0.00	25.06	99.8%
52050 DUES CONFER							
10123 52050 DUES,CONFERENCES & EDUCAT	36,800.00	-7,550.00	29,250.00	29,099.66	0.00	150.34	99.5%
52060 PRINTING							
10123 52060 PRINTING	100.00	-31.00	69.00	54.25	0.00	14.75	78.6%
52070 REIMBURSABLE EXPENSES							
10123 52070 REIMBURSABLE EXPENSES	1,500.00	-1,356.00	144.00	143.83	0.00	0.17	99.9%
52080 TELEPHONE							
10123 52080 TELEPHONE	18,500.00	9,535.00	28,035.00	27,719.59	0.00	315.41	98.9%

YEAR-TO-DATE BUDGET REPORT

FOR 2024 13

ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
52090 HEATING FUEL						
10123 52090 HEATING FUEL						
0.00	0.00	0.00	0.00	0.00	0.00	.0%
52100 ELECTRICITY						
10123 52100 ELECTRICITY						
0.00	0.00	0.00	0.00	0.00	0.00	.0%
52110 WATER						
10123 52110 WATER						
0.00	0.00	0.00	0.00	0.00	0.00	.0%
52120 SEWER						
10123 52120 SEWER						
0.00	0.00	0.00	0.00	0.00	0.00	.0%
52290 PUBLIC SAFETY AWARENESS						
10123 52290 PUBLIC SAFETY AWARENESS						
4,000.00	-2,152.00	1,848.00	1,847.03	0.00	0.97	99.9%
52305 OSHA COMPLIANCE						
10123 52305 OSHA COMPLIANCE						
0.00	0.00	0.00	0.00	0.00	0.00	.0%
52310 EXAMINATIONS						
10123 52310 EXAMINATIONS						
10,000.00	0.00	10,000.00	8,920.58	0.00	1,079.42	89.2%
52320 RENTAL OF HYDRANTS						
10123 52320 RENTAL OF HYDRANTS						
541,000.00	0.00	541,000.00	540,949.76	0.00	50.24	100.0%

YEAR-TO-DATE BUDGET REPORT

FOR 2024 13

	ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
52370 CLOTHING OR UNIFORM ALLOW							
10123 52370 CLOTHING OR UNIFORM ALLOW	19,500.00	7,147.00	26,647.00	25,835.21	0.00	811.79	97.0%
52371 FIRE POLICE							
10123 52371 FIRE POLICE	1,250.00	-1,250.00	0.00	0.00	0.00	0.00	.0%
52372 INSURANCE							
10123 52372 INSURANCE	140,000.00	-797.00	139,203.00	139,203.00	0.00	0.00	100.0%
52373 LP GAS							
10123 52373 LP GAS	5,600.00	-1,420.00	4,180.00	3,659.40	0.00	520.60	87.5%
52374 CABLE TELEVISION							
10123 52374 CABLE TELEVISION	7,500.00	1,500.00	9,000.00	8,660.65	0.00	339.35	96.2%
52375 GROUND LADDER TESTING							
10123 52375 GROUND LADDER TESTING	7,800.00	-2,227.00	5,573.00	5,573.00	0.00	0.00	100.0%
52376 HYDRAULIC TESTING							
10123 52376 HYDRAULIC TESTING	2,000.00	3,326.00	5,326.00	5,325.30	0.00	0.70	100.0%
52377 BREATHING APPARATUS TESTING							
10123 52377 BREATHING APPARATUS TESTING	9,500.00	-1,954.00	7,546.00	5,876.46	0.00	1,669.54	77.9%

YEAR-TO-DATE BUDGET REPORT

FOR 2024 13

	ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
52378 BUILDING MAINTENANCE							
10123 52378 BUILDING MAINTENANCE	84,000.00	-13,900.00	70,100.00	69,355.00	0.00	745.00	98.9%
52379 HOSE TESTING AND REPAIRS							
10123 52379 HOSE TESTING AND REPAIRS	9,825.00	-763.00	9,062.00	9,061.78	0.00	0.22	100.0%
52387 PUMP TESTING SERVICES							
10123 52387 PUMP TESTING SERVICES	4,000.00	-1,900.00	2,100.00	2,100.00	0.00	0.00	100.0%
52392 GENERATOR MAINTENANCE & REPAIR							
10123 52392 GENERATOR MAINTENANCE & REPAIR	9,500.00	-5,395.00	4,105.00	4,104.08	0.00	0.92	100.0%
52396 FF -PROTECTIVE CLOTHING							
10123 52396 FF -PROTECTIVE CLOTHING	0.00	0.00	0.00	0.00	0.00	0.00	.0%
53010 OFFICE SUPPLIES							
10123 53010 OFFICE SUPPLIES	1,000.00	-300.00	700.00	667.55	0.00	32.45	95.4%
53020 OTHER SUPPLIES							
10123 53020 OTHER SUPPLIES	12,000.00	3,460.00	15,460.00	14,375.59	0.00	1,084.41	93.0%
53021 CONSUMABLE SUPPLIES							
10123 53021 CONSUMABLE SUPPLIES	3,800.00	620.00	4,420.00	4,206.15	0.00	213.85	95.2%

YEAR-TO-DATE BUDGET REPORT

FOR 2024 13

	ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
53070 AUTO REPAIRS							
10123 53070 AUTO REPAIRS	110,000.00	23,739.00	133,739.00	128,450.58	0.00	5,288.42	96.0%
53080 AUTOMOTIVE MAINTENANCE							
10123 53080 AUTOMOTIVE MAINTENANCE	0.00	33,761.00	33,761.00	33,103.62	0.00	657.38	98.1%
53085 MARINE REPAIRS							
10123 53085 MARINE REPAIRS	0.00	0.00	0.00	0.00	0.00	0.00	.0%
53090 FUELS AND LUBRICANTS							
10123 53090 FUELS AND LUBRICANTS	45,000.00	395.00	45,395.00	44,834.60	0.00	560.40	98.8%
53100 TIRES							
10123 53100 TIRES	0.00	0.00	0.00	0.00	0.00	0.00	.0%
53110 COMPUTER SUPPLIES							
10123 53110 COMPUTER SUPPLIES	1,000.00	0.00	1,000.00	970.74	0.00	29.26	97.1%
53111 FF PROTECTIVE CLOTHING							
10123 53111 FF PROTECTIVE CLOTHING	35,000.00	-395.00	34,605.00	34,570.61	0.00	34.39	99.9%
53112 FIREFIGHTING SUPPLIES							
10123 53112 FIREFIGHTING SUPPLIES	9,000.00	720.00	9,720.00	9,137.52	0.00	582.48	94.0%

YEAR-TO-DATE BUDGET REPORT

FOR 2024 13

	ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
53113 VOLUNTEER RESPONDER AWARDS							
10123 53113 VOLUNTEER RESPONDER AWARDS	5,000.00	-1,220.00	3,780.00	3,589.71	0.00	190.29	95.0%
53114 MEDICAL SUPPLIES							
10123 53114 MEDICAL SUPPLIES	6,500.00	-920.00	5,580.00	5,354.75	0.00	225.25	96.0%
53115 VOLUNTEER FIREFIGHTER SUPPLIES							
10123 53115 VOLUNTEER FIREFIGHTER SUPPLIES	3,000.00	-844.00	2,156.00	2,155.43	0.00	0.57	100.0%
54060 OFFICE EQUIPMENT							
10123 54060 OFFICE EQUIPMENT	1,500.00	-475.00	1,025.00	986.14	0.00	38.86	96.2%
54202 EQUIPMENT -FIRE INVESTIGATIONS							
10123 54202 EQUIPMENT -FIRE INVESTIGATIONS	500.00	0.00	500.00	463.83	0.00	36.17	92.8%
54207 SCBA REPLACEMENT BOTTLES							
10123 54207 SCBA REPLACEMENT BOTTLES	0.00	0.00	0.00	0.00	0.00	0.00	.0%
54215 THERMAL CAMERAS -OSWEGATCHIE							
10123 54215 THERMAL CAMERAS -OSWEGATCHIE	0.00	0.00	0.00	0.00	0.00	0.00	.0%
54216 MULTI-GAS METER							
10123 54216 MULTI-GAS METER	0.00	0.00	0.00	0.00	0.00	0.00	.0%

ACCOUNT	DESCRIPTION	ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
54217 RESCUE SAWS								
10123 54217	RESCUE SAWS	0.00	0.00	0.00	0.00	0.00	0.00	.0%
54218 FIREFIGHTER EQUIPMENT								
10123 54218	FIREFIGHTER EQUIPMENT	24,000.00	100.00	24,100.00	22,928.29	0.00	1,171.71	95.1%
54219 EQUIPMENT STORAGE LOCKER								
10123 54219	EQUIPMENT STORAGE LOCKER	0.00	0.00	0.00	0.00	0.00	0.00	.0%
54220 RADIO/EMERGENCY LIGHTS								
10123 54220	RADIO/EMERGENCY LIGHTS	9,000.00	-150.00	8,850.00	8,731.31	0.00	118.69	98.7%
54221 SERVICE TRUCK EQUIPMENT								
10123 54221	SERVICE TRUCK EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00	.0%
54222 RESCUE TRUCK EQUIPMENT								
10123 54222	RESCUE TRUCK EQUIPMENT	5,500.00	-5,432.00	68.00	67.50	0.00	0.50	99.3%
54226 EQUIPMENT								
10123 54226	EQUIPMENT	6,000.00	-4,846.00	1,154.00	1,152.79	0.00	1.21	99.9%
54241 TELEPHONE SYSTEM -GOSHEN FIRE								
10123 54241	TELEPHONE SYSTEM -GOSHEN FIRE	0.00	0.00	0.00	0.00	0.00	0.00	.0%

YEAR-TO-DATE BUDGET REPORT

FOR 2024 13

ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
TOTAL FIRE SERVICES 3,531,618.00	0.00	3,531,618.00	3,497,406.19	0.00	34,211.81	99.0%
TOTAL GENERAL FUND 3,531,618.00	0.00	3,531,618.00	3,497,406.19	0.00	34,211.81	99.0%
TOTAL EXPENSES 3,531,618.00	0.00	3,531,618.00	3,497,406.19	0.00	34,211.81	
GRAND TOTAL 3,531,618.00	0.00	3,531,618.00	3,497,406.19	0.00	34,211.81	99.0%

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

Town of Waterford, CT

YEAR-TO-DATE BUDGET REPORT

FOR 2024 13

ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
101 GENERAL FUND						
10137 RECREATION AND PARKS						
51110 ADMINISTRATION						
10137 51110 ADMINISTRATION						
108,605.00	2,991.00	111,596.00	111,595.58	0.00	0.42	100.0%
51210 CLERICAL AND TECHNICAL						
10137 51210 CLERICAL AND TECHNICAL						
85,382.00	1,940.00	87,322.00	87,321.73	0.00	0.27	100.0%
51220 CUSTODIAL						
10137 51220 CUSTODIAL						
21,232.00	-8,493.00	12,739.00	12,738.64	0.00	0.36	100.0%
51450 EXTRA DUTY						
10137 51450 EXTRA DUTY						
0.00	0.00	0.00	0.00	0.00	0.00	.0%
51451 EXTRA DUTY REGULAR WAGES						
10137 51451 EXTRA DUTY REGULAR WAGES						
0.00	0.00	0.00	0.00	0.00	0.00	.0%
51610 PARKS MAINTENANCE						
10137 51610 PARKS MAINTENANCE						
450,959.00	-11,062.00	439,897.00	439,896.02	0.00	0.98	100.0%
51620 RECREATION PROGRAMS						
10137 51620 RECREATION PROGRAMS						
339,883.00	72,097.00	411,980.00	411,979.98	0.00	0.02	100.0%

Report generated: 09/10/2024 08:57
User: kallen
Program ID: glytdbud

YEAR-TO-DATE BUDGET REPORT

FOR 2024 13

	ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
51630 SUMMER JOBS FOR MINORS							
10137 51630 SUMMER JOBS FOR MINORS	0.00	0.00	0.00	0.00	0.00	0.00	.0%
51810 OVERTIME							
10137 51810 OVERTIME	32,992.00	-2,914.00	30,078.00	30,077.89	0.00	0.11	100.0%
51910 FRINGE BENEFITS							
10137 51910 FRINGE BENEFITS	4,400.00	-1,191.00	3,209.00	3,208.37	0.00	0.63	100.0%
51920 F.I.C.A.							
10137 51920 F.I.C.A.	79,824.00	161.00	79,985.00	79,984.45	0.00	0.55	100.0%
52010 ADVERTISING							
10137 52010 ADVERTISING	2,760.00	-1,447.00	1,313.00	1,282.30	0.00	30.70	97.7%
52020 POSTAGE							
10137 52020 POSTAGE	6,100.00	-2,104.00	3,996.00	3,995.71	0.00	0.29	100.0%
52040 SERVICE CONT AND REPAIRS							
10137 52040 SERVICE CONT. AND REPAIRS	3,027.00	2,063.00	5,090.00	4,158.09	0.00	931.91	81.7%
52050 DUES CONFER							
10137 52050 DUES,CONFERENCES & EDUCATION	3,090.00	-1,217.00	1,873.00	1,873.00	0.00	0.00	100.0%

YEAR-TO-DATE BUDGET REPORT

FOR 2024 13

	ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD EXTENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
52050 PRINTING							
10137 52060 PRINTING	0.00	0.00	0.00	0.00	0.00	0.00	.0%
52070 REIMBURSABLE EXPENSES							
10137 52070 REIMBURSABLE EXPENSES	150.00	-150.00	0.00	0.00	0.00	0.00	.0%
52080 TELEPHONE							
10137 52080 TELEPHONE	2,740.00	0.00	2,740.00	1,883.13	0.00	856.87	68.7%
52090 HEATING FUEL							
10137 52090 HEATING FUEL	9,098.00	-9,098.00	0.00	0.00	0.00	0.00	.0%
52100 ELECTRICITY							
10137 52100 ELECTRICITY	3,000.00	-3,000.00	0.00	0.00	0.00	0.00	.0%
52110 WATER							
10137 52110 WATER	4,725.00	-4,725.00	0.00	0.00	0.00	0.00	.0%
52120 SEWER							
10137 52120 SEWER	2,640.00	-2,640.00	0.00	0.00	0.00	0.00	.0%
52206 XFER TO COMMUNITY EVENTS FUND							
10137 52206 XFER TO COMMUNITY EVENTS FUND	4,750.00	0.00	4,750.00	4,750.00	0.00	0.00	100.0%

YEAR-TO-DATE BUDGET REPORT

FOR 2024 13

	ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
52380 PROGRAMS							
10137 52380 PROGRAMS	36,786.00	1,213.00	37,999.00	39,641.39	0.00	-1,642.39	104.3%
52390 CO-SPONSORED PROGRAMS							
10137 52390 CO-SPONSORED PROGRAMS	41,549.00	-10,854.00	30,695.00	30,695.00	0.00	0.00	100.0%
52420 MAINTENANCE OF PROPERTY							
10137 52420 MAINTENANCE OF PROPERTY	85,232.00	-8,805.00	76,427.00	75,088.64	0.00	1,338.36	98.2%
53010 OFFICE SUPPLIES							
10137 53010 OFFICE SUPPLIES	1,600.00	612.00	2,212.00	2,296.95	0.00	-84.95	103.8%
53020 OTHER SUPPLIES							
10137 53020 OTHER SUPPLIES	36,291.00	-2,500.00	33,791.00	31,084.99	0.00	2,706.01	92.0%
53080 AUTOMOTIVE MAINTENANCE							
10137 53080 MAINTENANCE VEHICLES	24,500.00	2,500.00	27,000.00	25,789.21	0.00	1,210.79	95.5%
53090 FUELS AND LUBRICANTS							
10137 53090 FUELS AND LUBRICANTS	32,208.00	-3,545.00	28,663.00	21,988.25	0.00	6,674.75	76.7%
54020 EQUIPMENT							
10137 54020 EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00	.0%

Report generated: 09/10/2024 08:57
User: kallen
Program ID: glytdbud

YEAR-TO-DATE BUDGET REPORT

FOR 2024 13

	ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
TOTAL RECREATION AND PARKS	1,423,523.00	9,832.00	1,433,355.00	1,421,329.32	0.00	12,025.68	99.2%
TOTAL GENERAL FUND	1,423,523.00	9,832.00	1,433,355.00	1,421,329.32	0.00	12,025.68	99.2%
TOTAL EXPENSES	1,423,523.00	9,832.00	1,433,355.00	1,421,329.32	0.00	12,025.68	
GRAND TOTAL	1,423,523.00	9,832.00	1,433,355.00	1,421,329.32	0.00	12,025.68	99.2%

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

#17

FIFTEEN ROPE FERRY ROAD
WATERFORD, CT 06385-2886

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

David Campo
Waterford Town Clerk
15 Rope Ferry Road
Waterford, CT 06385

Mr. David Campo;

In ordinance with the Connecticut General Statue 1-21, please be advised of the following 2025 schedule dates for the Board of Selectmen.

January 7, 2025	April 1, 2025	July 8, 2025	October 7, 2025
January 21, 2025	April 15, 2025	July 22, 2025	October 21, 2025
February 4, 2025	May 6, 2025	August 5, 2025	November 11, 2025
February 18, 2025	May 20, 2025	August 19, 2025	November 18, 2025
March 3, 2025	June 3, 2025	September 9, 2025	December 2, 2025
March 18, 2025	June 17, 2025	September 23, 2025	December 16, 2025

The Board of Selectmen meet generally the first and third Tuesday of each month, unless otherwise indicated. All regular meetings will begin at 5:00pm at the Waterford Town Hall.

The Board of Selectmen will meet the following dates for Budget Meetings in 2025 at 3pm at the Waterford Town Hall:

February 5, 2025	February 10, 2025
February 6, 2025	February 11, 2025

Respectfully,

Robert Brule

Rob Brule
First Selectman
Waterford Town Hall
15 Rope Ferry Road
Waterford, CT 06385
rbrule@waterfordct.org

DRAFT

#18a

9-24-24

Mr Bruce

I am submitting this note as my Resignation from the Waterford Harbor Commission.

I have enjoyed my time served and now its time to move on.

God Bless

Robert Dutton

#11.8b

Shannon Withey

From:	sergearfi@gmail.com
Sent:	Friday, July 12, 2024 2:46 PM
To:	Shannon Withey
Cc:	tugshughes@gmail.com
Subject:	Interest in Waterford Harbor Management Commission Membership
Follow Up Flag:	Follow up
Flag Status:	Flagged
Categories:	Rob Brule

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Dear Shannon,

Thank you for taking the time to explain the process of participating in Waterford town government, specifically the Harbor Management Commission. After speaking with the current chairperson of the Commission, John Hughes, I was encouraged to hear the Commission may have a vacancy soon, and that I should express my interest to the Board of Selectmen.

As the late J. Wallace Nichols expertly articulated in his national bestselling book, Blue Mind: "being near, in, on, or under water can make you happier, healthier, more connected, and better at what you do." Many years before Dr Nichols published his book, I understood how special Waterford was, particularly because of its access to Long Island Sound, its rivers, coves, and estuaries. The Town of Waterford and its waters have provided so many opportunities to both me and my family, for some 45 years now, and my wish is that these same opportunities continue to be available to those fortunate enough to live, work, or even visit our shores.

Finally, I wanted to add my personal connection to the Harbor Management Commission. My late father sat on the Commission some years ago and would often express how much he enjoyed working with others to advance the mission of the Commission. It was clear his participation not only provided him with a deeper sense of how local government worked, but it was also a chance for him to get to better know those that served it.

For these reasons and more, I would like to be considered for future vacancies to the Harbor Management Commission. I am available anytime to answer questions the Board may have regarding my motivation and how I could support the work of the Commission.

Most sincerely,

Serge A. Arfi, 38 Niantic River Road

Waterford, CT, 06385, (860) 449-2737

cc: Mr. John Hughes, Chairperson, Waterford Harbor Management Commission

#18c,d,e

FIFTEEN ROPE FERRY ROAD

WATERFORD, CT 06385-2886

Waterford Recreation and Parks Commission

To: Board of Selectmen

From: Ryan McNamara, Director Recreation and Parks

Re: Re-Appointment to the Waterford Recreation and Parks Commission

Date: September 30, 2024

Please note that the following Commission Members wish to be re-appointed to the Recreation and Parks Commission for a three (3) year term, September 2024-2027.

Ed Murphy – Ed's support and dedication as the Commission Chair has been a great asset to the Commission and he has been a member of our board since 2009.

Nan Scheiber – Nan has had an excellent record of attendance and has been member of our board since 1981.

Taylor Stino – Taylor is new to our board and started in 2023. She brings a strong community support to the board and has valued input.

The Commission members and the department staff work well with each other and look forward to their reappointment.

Thank you for your consideration of this request.

Ryan McNamara
Director, Recreation and Parks

#21a

Shannon Withey

From: Richard Muckle <rmuckle@comcast.net>
Sent: Sunday, September 29, 2024 8:53 PM
To: First Selectman
Cc: Shannon Withey; Ryan McNamara
Subject: Leary park, My email of 5Aug24

CAUTION: This email originated from outside of the organization.
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Rob,

In my recent email of 5 August, I requested consideration of improvements to Leary Park to accommodate the residents of the Northern section of town, more specifically, Quaker Hill. I mentioned, at that time, the tennis courts and possibly adding pickle-ball courts since this activity has become very popular.

As we, once again, approach budget "season", I respectfully request inclusion of this project in the capitol plan.

Respectfully,
R. F. Muckle
Selectman

TOWN OF WATERFORD
AMERICAN RESCUE FUNDS QUARTERLY REPORT
THRU 9/30/2024

		BUDGET	EXPENDED	ENCUMBERED	BALANCE
1: PUBLIC HEALTH					
1.2 COVID-19 Testing					
Wfd-1.2-01	COVID Test Kits **PROJECT COMPLETE**	$ 3,499.84	$ 3,499.84	$ -	$ -
1.5 Personal Protective Equipment					
Wfd-1.5-01	PPE Supplies **PROJECT CANCELLED**	$ -			
1.7 Other COVID-19 Public Health Expenses					
Wfd-1.7-01	First Responder CADlink Equip/ Software **PROJECT COMPLETE**	$ 74,666.69	$ 74,666.69	$ -	$ -
Wfd-1.7-02	ESO Fire RMS Software **PROJECT COMPLETE**	$ 10,923.95	$ 10,923.95	$ -	$ -
Wfd-1.7-03	Dispatch Upgrades **PROJECT COMPLETE**	$ 26,662.50	$ 26,662.50	$ -	$ -
Wfd-1.7-04	Emergency Services Pagers & Mobile Radios **PROJECT COMPLETE**	$ 13,671.00	$ 13,671.00	$ -	$ -
1.12 Mental Health Services					
Wfd-1.12-01	Human Services Coordinator **PROJECT COMPLETE**	$ 123,470.64	$ 123,470.64	$ -	$ -
Wfd-1.12.02	Safe Futures **PROJECT COMPLETE**	$ 50,000.00	$ 50,000.00	$ -	$ -
1.14 Other COVID-19 Public Health Services					
Wfd-1.14-01	Ledgelight Health District **PROJECT COMPLETE**	$ 55,478.90	$ 55,478.90	$ -	$ -
	PUBLIC HEALTH SUBTOTAL	**$ 358,373.52**	**$ 358,373.52**	**$ -**	**$ -**
2: NEGATIVE ECONOMIC IMPACTS					
2.32 Small Business Economic Assistance (General)					
Wfd-2.32-01	Waterford Small Business Grants **PROJECT COMPLETE**	$ 236,311.21	$ 236,311.21	$ -	$ -
2.35 Aid to Tourism, Travel or Hospitality					
Wfd-2.35-01	Eugene O'Neill Theater	$ 349,737.84	$ 276,707.67	$ 73,030.17	$ -
	NEGATIVE ECONOMIC IMPACTS SUBTOTAL	**$ 586,049.05**	**$ 513,018.88**	**$ 73,030.17**	**$ -**

#216

TOWN OF WATERFORD
AMERICAN RESCUE FUNDS QUARTERLY REPORT
THRU 9/30/2024

			BUDGET	EXPENDED	ENCUMBERED	BALANCE
5:	**INFRASTRUCTURE**					
5.5	Clean Water: Other Sewer Infrastructure					
	Wfd-5.5-01	Cross Road Pump Station Upgrade **PROJECT CANCELLED**	$ 54,361.28	$ 54,361.28	$ -	$ -
	Wfd-5.5-02	Old Norwich Road Pump Station Upgrade	$ 1,165,306.72	$ 269,406.57	$ 895,900.15	$ -
	Wfd-5.5-03	Gorman Pump Station Control Panels Upgrade **PROJECT COMPLETE**	$ 141,792.18	$ 141,792.18	$ -	$ -
	Wfd-5.04	Save the River-Save the Hills **NEW PROJECT**	$ 2,500.00	$ -	$ 2,500.00	$ -
5.14	Drinking Water: Storage					
	Wfd-5.14-01	Fargo Lane Water Tower Rehab	$ 1,200,000.00	$ 283,011.92	$ 916,988.09	$ (0.01)
5.21	Broadband: Other Projects					
	Wfd-5.21-01	Broadband/Security Upgrades at Stations **PROJECT COMPLETE**	$ 29,574.00	$ 29,574.00	$ -	$ -
		INFRASTRUCTURE SUBTOTAL	**$ 2,593,534.18**	**$ 778,145.95**	**$ 1,815,388.24**	**$ (0.01)**
6:	**REVENUE REPLACEMENT**					
6.1	Wfd-6.1-01	Civic Triangle Park ADA Revitalization	$ 1,935,109.56	$ 1,474,945.67	$ 397,775.18	$ 62,388.71
	Wfd-6.1-02	Town GIS Updates **PROJECT COMPLETE**	$ 27,655.32	$ 27,655.32	$ -	$ -
	Wfd-5.21-02	Cyber Security **PROJECT COMPLETE**	$ 25,168.00	$ 25,168.00	$ -	$ -
	Wfd-5.21-03	Baseball Field Renovation **NEW PROJECT**	$ 22,000.00	$ -	$ 22,000.00	$ -
		REVENUE REPLACEMENT SUBTOTAL	**$ 2,009,932.88**	**$ 1,527,768.99**	**$ 419,775.18**	**$ 62,388.71**
		TOTAL	**$ 5,547,889.63**	**$ 3,177,307.34**	**$ 2,308,193.59**	**$ 62,388.70**

#22b

FIFTEEN ROPE FERRY ROAD
WATERFORD, CT 06385-2886

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

RECEIVED FOR RECORD
WATERFORD, CT
2024 SEP 19 P 2:10
ATTEST: David T. Congdon
TOWN CLERK

MINUTES
BOARD OF SELECTMEN REGULAR MEETING
Tuesday, September 10, 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 & Greg Attanasio
   Absent: N/A

2. **Pledge of Allegiance**
3. **Public Comment:** Narciss Greene – Fix drainage issues at Great Neck Field
   Didn't speak but backed her up: Rebecca Brody; Erin parson; Jesse Perkins; Chelsea Roberts and Jamie Riebschlager

4. **Board of Education:** To consider and act on a request for a FY25 appropriation from the Director of Finance and Operations, Joseph Mancini, in the amount of $278,750, for the moisture and drainage remediation of the Great Neck Elementary School Field, and forward on to the Board of Finance if approved.

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

5. **Board of Education:** To consider and act on a recommendation from Shea Davy, Purchasing Agent, to award Whaling City Ford, in the amount of $68,747, from line # 24207-54070 for a 2024 Ford Truck F-350 Super Duty 4WD.

NO ACTION

6. **Planning Department:** MOVED, that the Town of Waterford Board of Selectmen authorize the First Selectman to sign the proposed contract with the State of Connecticut to make improvements on State owned land at 365 and 371 Mago Point Way as described in the exhibit and more particularly

described in appendix A of said contract.

MOTION by Muckle, seconded by Attanasio to amend the motion to remove "MOVE" and replace with "To consider and act on a recommendation". VOTE 3-0

MOTION by Muckle, seconded by Attanasio to accept the amended motion, VOTING IN FAVOR: 3-0 PASSED

MOTION by Muckle, seconded by Attanasio to amend the address in Appendix A backup from "Rope Ferry Road" and replace with "Mago Point Way". VOTE 3-0

MOTION by Muckle, seconded by Attanasio to accept the amended motion, VOTING IN FAVOR: 3-0 PASSED

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

7. **Planning Department:** To consider and act on a request for a FY25 additional appropriation from the Director of Planning, Jon Mullen, in the amount of $12,500, for the joint grant application for the Conservation Project to preserve and enhance Alewife Cove, from line# 20541-57328 (Alewife Cove Dredging), and forward on to the Board of Finance if approved.

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

8. **Police Department:** To consider and act on a recommendation from Shea Davy, Purchasing Agent, on behalf of the Police Department, for disposal of aged assets, a 2016 Ford Explorer Police interceptor Utility, VIN # 1FM5K8AR9GGB89112, Asset ID: 101403, Tag: Car 7, as this vehicle has been replaced according to the Fleet Management Plan.

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

9. **Appointments & Resignations:**

9a. To consider and act on the re-appointment of Julie Greco (IT) to the Economic Development Commission, to fill the term of 9/1/24-8/31/28 as an Alternate member.

MOTION by Muckle, to table, seconded by Attamasio, VOTING IN FAVOR: 3-0 PASSED

9b. To consider and act on the re-appointment of Cathy Barnard (D) to the Eastern Tourism Board, to fill the term of 9/1/24-8/31/28 as a member.

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

9c. To consider and act on the re-appointment of Dani Gorman as the Municipal Agent for the Youth for the term of 6/2/24-6/1/26.

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

9d. To consider and act on the re-appointment of Dani Gorman as the Municipal Agent for the Elderly for the term of 6/2/24-6/1/26.

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

10. New Business: NONE

11. Old Business: NONE

12. Correspondence:

12a. Email – Pesticide Use – Elvira Johns

12b. Email – Pesticide Use – Theodore Johns

13. Consent Agenda

13a. Tax Refund: To approve and act on repayment of tax refund in the amount of $27,778.27.

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

13b. Board of Selectmen Regular Meeting Minutes August 6, 2024

MOTION by Muckle, seconded by Attanasio to amend the #11 from "2-1 vote" to "3-0 vote". VOTE: 3-0

MOTION by Muckle, seconded by Attanasio to accept the amended motion, VOTING IN FAVOR: 2-1 PASSED

Voting for: Muckle, Attanasio

Against: Brule

13c. Board of Selectmen Regular Meeting Minutes August 20, 2024

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

14. Adjournment: 6:13 PM