



Office of the Finance Director

City of West Haven
355 Main Street
West Haven, Connecticut 06516

MARB Contract Form

Contract Name	Vietnam Veterans Memorial Expansion Project				
City Agency	Mayors Office				
Vendor Utilized	Milestone Construction Services				
Address	442 Forbes Avenue				
City, State, Zip	New Haven, CT 06512				
Procurement Process	<input checked="" type="checkbox"/> Bid/RFP [2024-10] <input type="checkbox"/> State Contract [Enter contract Name] <input type="checkbox"/> Cooperative Agreement [Enter Source Name and Contract No] <input type="checkbox"/> Sole Source <input type="checkbox"/> Other Source []				
No of Bid/RFP Respondents	2 Milestone Construction \$93,816.00 Monument Warehouse \$148,610				
Quote No('s) if applicable					
Source of Funds	American Rescue Plan Act (ARPA)				
Quantity	1.0	Price Per:	\$0.00	Total Price	\$103,566.46
Purpose of Transaction (Please give a detailed explanation for the purpose of the transaction. This should not be one / two sentences.)	<p>The City of West Haven advertised an RFP seeking proposals from qualified contractors for the ARPA funded project of expanding the West Haven Vietnam Veterans Memorial located at Savin Rock Park, 435 Captain Thomas Boulevard in West Haven, CT.</p> <p>The City is choosing Milestone Construction with an additional item added of A2 Chip plus an additional change order for Factory-etch (inscribe) in the veterans names on the monument before instillation.</p>				
Department Submission [Name and Title]	Rick Spreyer, Chief of Staff				
Finance Review and Submission [Name and Title]	Kathy Chambers, MBA, MPA, Senior Buyer, Procurement Analyst Michael Gormany, Finance Director				

CONTRACT FOR THE VIETNAM VETERANS MEMORIAL EXPANSION PROJECT

THIS CONTRACT FOR THE VIETNAM VETERANS MEMORIAL EXPANSION PROJECT ("Contract"), dated as of August [REDACTED], 2024, by and between the City of West Haven ("Owner") and Milestone LLC, a Connecticut limited liability company ("Contractor").

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. Work.

Contractor will provide the services, equipment and materials required for the Owner's Vietnam Veterans Memorial Expansion Project at Savin Rock Park, 435 Captain Thomas Boulevard, West Haven, Connecticut (the "Property"), as well as related services, equipment and materials at the Property ("Work"), all in accordance with the Contract Documents, as defined in Article 5 of this Contract.

Article 2. Contract Time.

The Work will be completed in accordance with the schedule for lead time and on-site Work set forth in the Contract Documents, including, without limitation, Exhibit B attached hereto and made a part hereof, with all Work to be completed on or before November 22, 2024 ("Completion Date"), time being of the essence, subject to modifications in approved Change Orders, and subject to delays for matters beyond the reasonable control of Contractor. The Work will be considered completed when Owner issues a certification of Final Completion (as defined in Section 6.2(a) below) stating the Work has been completed in accordance with the Contract Documents, and the final, unconditional certificate of occupancy has been issued by the responsible government authority, if required by law. Before starting Work at the Property, Contractor will submit to Owner for Owner's review and approval a progress schedule indicating the starting and completion dates of various stages of the Work.

Article 3. Contract Price.

Owner will pay to Contractor a lump sum amount equal to Ninety-Six Thousand One Hundred Sixteen and 00/100 Dollars (\$96,116.00) ("Contract Price") for completion of the Work in accordance with the Contract Documents ("Contract Price"). The Contract Price includes a \$2,300.00 payment for Add Alternate A2 (Chip Repair) referenced in Article 5 below, which shall be part of the scope of Work.

Article 4. Change Orders.

Any increase or decrease in the Contract Price, change in the Work or change in the Contract Time must be set forth in a change order signed by Owner and Contractor ("Change Order").

Article 5. Contract Documents.

The "Contract Documents" shall mean this Contract, the Owner's Request for Proposal (Owner's RFP# 2024-10), which, together with all addenda thereto, Requests for Information and responses thereto, and plans, drawings and specifications for the Work, issued as part of such Request for Proposal, as well any and all addenda and amendments to such plans, drawings and specifications are collectively herein referred to as the "Request for Proposals," as well as Contractor's bid submitted to the Owner on May 7, 2024 (Contractor's Bid"), copies of which are on file with the Owner's Purchasing Department, 355 Main Street, West Haven, Connecticut 06516, which documents are hereby incorporated by reference as though fully stated herein, as well as the exhibits attached hereto and hereby made a part hereof: Exhibit A (Work Schedule), and Exhibit B (Insurance Requirements), Exhibit C (Federal Requirements) and any and all Change Orders. Add Alternate A2 (Chip Repair) requested by the Owner's Addendum No. 1, dated April 25, 2024 is included in the original scope of Work under this Contract. Add Alternate A1 (Etching of Names) is not included in the original scope of Work under this Contract. Owner, at its option, may elect in the future to add Add Alternate A1 to the scope of Work by Change Order under this Contract. Upon execution of the applicable Change Order, the Contractor shall perform the Add Alternate A1 scope of Work in accordance with the applicable Change Order and the other Contract Documents for the sum of \$8,011.00. In the event of any conflict between or among the provisions of the other Contract Documents, the strictest applicable requirements shall pertain. If the strictest applicable requirement cannot be determined, the order of precedence shall be:

1. Exhibit C
- 2. The plans, drawings and specifications for the Work, including any modifications thereto made after the date of this Contract
3. The body of this Contract
4. Exhibit A
4. Exhibit B
5. The portions of the Request for Proposals other than the plans, drawings and specifications and
6. Contractor's Bid

For the avoidance of doubt, for purposes of this Contract, provisions in Contractor's Bid for lead time in ordering and receiving stone required for the Work shall be disregarded, with the provisions of Exhibit A controlling the schedule for the Work.

Article 6. Payment Procedures.

6.1 Progress Payments. During the course of the Work, the Contractor shall be entitled to progress payments based upon the schedule of values for the Work completed to date as certified by the Owner's engineer, currently Wescott and Mapes, LLC (the "Engineer"). The Contractor shall submit with its first application for payment a detailed schedule of values showing a breakdown of the Contract Price. The schedule of values will be reviewed by the Engineer and will either be accepted or returned to the Contractor with requested revisions. Once accepted, the Contractor's schedule of values shall provide a basis for reviewing the Contractor's applications for payment.

Provided that an application for payment is received by the Engineer not later than fourteen (14) days before the last Thursday of a month, except to the extent the Engineer or Owner objects to such application for payment within forty-five (45) days after the first Tuesday of the following month, the Owner shall make payment to the Contractor within forty-five (45) days after the first Tuesday of the following month. If an application for payment is received by the Engineer after the date fixed above, the application for payment shall be deemed submitted in the following month. Each application for payment shall indicate the total value of the Work completed to date, which shall be determined by using the approved schedule of values. The amount of the requested payment will then be determined by deducting five percent (5%) retainage and the previous amounts approved for payment from the total value of the Work completed to date. Retainage is payable upon Final Completion (as defined in Section 6.2.a. below).

The Engineer will review each application for payment within ten (10) days of receipt. If the Engineer agrees that the application for payment accurately reflects the value of the Work completed to date, then the Engineer will certify to the Owner that the requested payment should be issued. If the Engineer does not agree that the application reflects the actual value of the completed Work, then the Engineer shall make adjustments to the application for payment and certify to the Owner the amount of the payment, if any, that it believes should be issued. The Engineer shall give the Contractor notice of the amount of the certified payment and, if the Engineer does not certify the application for payment for the full amount that the Contractor requested, then the notice shall state the reasons why the Contractor's application for payment was adjusted.

The Engineer may adjust the Contractor's applications for payment for any reason that it believes to be in the best interests of the Owner. The reasons that the Engineer may adjust the Contractor's application for payment include adjustments necessary to reflect the actual value of Work completed to date, adjustments necessary to cover the cost of any defective or incomplete Work and/or adjustments necessary to protect the Owner against any claims or potential claims that may be made against the Owner arising out of, or related to the Work.

Once an application for payment has been certified by the Engineer and approved by the Owner, payment shall be made to the Contractor within forty-five (45) days thereafter. No payment made under or in connection with this Contract shall be construed as an acceptance of defective, faulty or improper work or materials; nor shall it release the Contractor from its obligations under this Contract; nor shall entrance and use by the Owner constitute acceptance of the Work or any part thereof.

The Contractor shall make payment to all of its subcontractors for whose work it has received payment from the Owner within thirty (30) days of its receipt of payment from the Owner. The Contractor shall also include in all of its subcontracts a provision requiring its subcontractors to pay their sub-subcontractors within thirty (30) days of their receipt of payment from the Contractor.

6.2 Final Payment. Final payment of the balance of the Contract Price will be made in accordance with the following procedures:

- a. When Contractor considers the Work substantially complete, Contractor will notify Engineer in writing. Within a reasonable time thereafter, Engineer and Contractor will inspect the Work. Promptly after such inspection, Engineer will deliver to Contractor a response to such notification agreeing or disagreeing (with reasons therefor) that the Work is substantially complete. If the Engineer disagrees that the Work is substantially complete, the Engineer shall promptly notify the Contractor of such disagreement and the reasons therefor. When Contractor has addressed the reasons for Engineer's disagreement that the Work is substantially complete, Contractor shall so notify Engineer and the above process shall be repeated until Engineer agrees that the Work is substantially complete. If the Engineer agrees that the Work is substantially complete, the Engineer shall either (i) provide to Contractor a written punch list of the items that must be completed in order for the Work to reach final completion ("Final Completion") or (ii) deliver to Contractor a written statement that Final Completion has been reached because no punch list items remain to be completed.
- b. If the Engineer delivers a written punch list to Contractor, then Contractor will deliver to the Engineer a written notice that the Work is finally complete when Contractor believes that the punch list items have been completed. Then the Engineer and Contractor will promptly inspect the Work for completion of the punch list items. Promptly after such inspection, Engineer will deliver to Contractor either (i) a written statement that Final Completion has been reached or (ii) another written punch list of the items that still must be completed in order for the Work to reach Final Completion for which event the punch list procedure described above will be repeated until all punch list items have been completed.

- c. When Final Completion has been reached and after Contractor has delivered to Owner all maintenance and operating instructions, schedules, guarantees, certificates of inspection, marked-up record documents and other documents, Contractor may make application for final payment following the procedure for progress payments. The application for final payment will be accompanied by all documentation called for in the Contract Documents, together with complete and legally effective releases or waivers (satisfactory to Owner and Lender) of all potential liens arising out of or filed in connection with the Work. Final payment will include a release of all retainage to Contractor.

Article 7. Interest.

Payments due and unpaid to Contractor will bear interest at the lesser of twelve percent (12%) *per annum* or the maximum rate allowed by law.

Article 8. Contractor's Representation.

To induce Owner to enter into this Contract, Contractor makes the following representation:

Contractor has familiarized itself with the nature and extent of the Contract Documents, Work site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the Work. Contractor is duly licensed to perform the Work as required by applicable state and local laws and regulations.

Article 9. Contractor's Responsibilities.

9.1. Performance. Contractor will perform the Work in accordance with the Contract Documents. Contractor will be solely responsible for the means, methods, techniques, sequences and procedures for the Work.

9.2. Personnel. Contractor will provide competent, suitable personnel fully capable to perform the Work as required by the Contract Documents. Contractor will at all times maintain good discipline and order at the Property.

9.3. Furnished Items. Contractor will furnish and be fully responsible for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work, except as provided by Owner.

9.4. Materials. All materials and equipment will be of good quality and new. All materials and equipment will be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable supplier.

9.5. Subcontractors. Contractor may not subcontract any of the Work without the prior written consent of Owner, which may be granted or withheld in Owner's sole and exclusive discretion. Contractor will be fully responsible to Owner for all acts and omissions of its subcontractors, suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Contractor just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents will create any contractual relationship between Owner and any such subcontractor, supplier or other person or organization, nor will it create any obligation on the part of Owner to pay any such subcontractor, supplier or other person or organization except as may otherwise be required by applicable laws and regulations. Contractor will give Owner the name, address and telephone number of each person that has a contract with Contractor to supply materials or labor for the Work.

9.6. Permits; Inspections. Contractor will obtain all permits and licenses required to be obtained for the Work and will pay for all such permits and licenses, except to the extent such permits and licenses are exempt from fees. Owner will assist Contractor, when necessary, in obtaining such permits and licenses. Contractor will arrange and coordinate all governmental inspections required for the Work. Contractor will give all notices and comply with all laws and regulations applicable to furnishing and performance of the Work.

9.7. Taxes. Owner is exempt from State of Connecticut sales and use tax. The Contract Price does not include any sales, consumer, use or other similar taxes.

9.8. Use of Premises. Contractor will confine construction and installation equipment, the storage of materials and equipment, and the operations of workers to areas of the Property designated by Owner, and will not unreasonably encumber the Property with materials or equipment. Contractor will be fully responsible for any damage to the Property or areas contiguous thereto resulting from the performance of the Work. During the progress of the Work, Contractor will keep the Property free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, Contractor will remove all waste materials, rubbish and debris from and about the Property as well as all tools, appliances, construction and installation equipment and machinery, and surplus materials, and will leave the Property clean and ready for occupancy by Owner.

9.9. Record Documents. Contractor will maintain in a safe place at the Property for Owner's access one record copy of all drawings, specifications, addenda, written amendments, Change Orders, and the like, in good order and annotated to show all changes made during construction, which will be delivered to Owner upon the expiration or earlier termination of this Contract.

9.10. Safety. Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor will comply with all applicable laws and regulations relating to the safety of persons and/or property.

9.11. Continuing the Work. Contractor will carry on the Work and adhere to the progress schedule during all disputes or disagreements with Owner.

9.12. Damage to the Work. Contractor will repair or replace, at Contractor's sole expense, every portion of the Work that is damaged or destroyed prior to Final Completion, except to the extent such damage or destruction is caused by Owner.

9.13. Warranty. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents, will not be defective and will be fit for its intended purpose. If within one (1) year after the later of the date of Final Completion or completion of warranty work, or such longer period of time as may be prescribed by applicable laws or regulations or by the terms of any specific provision or applicable special guarantee in the Contract Documents, any Work is found to be defective, not fit for its intended purpose or otherwise not in accordance with the Contract Documents, Contractor will promptly, without cost to Owner and in accordance with Owner's written instructions, either correct such Work, or if it has been rejected by Owner, remove it from the Property and replace it with Work that is not defective and is in compliance with the Contract Documents. If Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have such Work corrected or such Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including fees and charges of engineers, architects, attorneys and other professionals) will be paid by Contractor. To the extent assignable, Contractor shall assign all manufacturers' warranties to Owner, effective upon expiration of the above-referenced warranty period.

9.14. Indemnity and Hold Harmless. To the fullest extent permitted by law, Contractor will defend, indemnify and hold harmless Owner and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions, from and against any and all losses, liabilities, costs, fees (including attorneys' fees), expenses, damages and economic detriment of any kind whatsoever that arises out of or relates to the performance or non-performance of the Work.

9.15 Related Work at Property. Owner may perform other work at the Property that is not part of the Work by Owner's own forces or may let other direct contracts therefor. Contractor will afford Owner's own forces, and any other contractor who is a party to such a direct contract, proper and safe access to the Property and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work. Contractor shall coordinate the Work with the work of the Owner and its contractors at the Property.

Article 10. Contractor's Insurance.

Contractor shall purchase and maintain the insurance policies required under Exhibit B attached hereto and made a part hereof, in accordance with the provisions of Exhibit B.

Article 11. Termination.

11.1 Termination by Owner for Contractor Breach. If Contractor breaches any of its obligations under this Contract, then Owner may give Contractor written notification identifying such breach. If Contractor has not cured such breach within seven (7) calendar days from its receipt of Owner's written notification, or if such breach cannot be cured within such seven (7) day period, then if Contractor either (i) does not begin cure within such seven (7) day period or (ii) fails to diligently prosecute cure to completion, Owner may terminate this Contract and take possession of the Work. Alternatively, instead of terminating the Contract, Owner may cure the breach and deduct the cost thereof from amounts otherwise owed to Contractor, with Contractor liable for any Owner costs in excess of amounts available for such deduction.

11.2 Termination by Contractor for Owner Breach. If Owner breaches any of its obligations under this Contract, then Contractor may give Owner written notification identifying such breach. If Owner has not cured such breach within seven (7) calendar days from its receipt of Contractor's written notification, or if such breach cannot be cured within such seven (7) day period, then if Owner either (i) does not begin cure within such seven (7) day period or (ii) fails to diligently prosecute cure to completion, Contractor may terminate this Contract.

11.3 Termination for Convenience by Owner. Owner may at any time, and for any reason or for no reason, terminate this Contract for convenience by written notice specifying the termination date, which date shall be not less than seven (7) days from the date such notice is given. In the event of such termination, Work shall be paid for in such amount as shall compensate Contractor for the portion of the Work satisfactorily performed prior to termination, but such compensation shall not include unabsorbed home office overhead or lost profits. Such amount shall be fixed by Owner after consultation with Contractor.

Article 12. Miscellaneous.

12.1. Contractor may not assign any of its rights or delegate any of its obligations under this Contract without the prior written consent of Owner, which may be granted or withheld in Owner's sole and exclusive discretion.

12.2. This Contract shall be binding upon the parties hereto and their respective successors and permitted assigns.

12.3. This Contract and all issues, disputes and matters arising out of it will be governed by and construed in accordance with the laws of the State of Connecticut, exclusive of its body of law governing conflicts of laws.

12.4. This Contract may be modified, amended, changed, or otherwise altered (except as otherwise specifically provided herein), in whole or in part, only by an agreement in writing duly authorized and executed by both parties hereto.

12.5. The waiver of any breach of any of the provisions of this Contract by either party hereto shall not constitute a continuing waiver or a waiver of any subsequent breach by such party, either of the same or of another provision of this Contract.

12.6. Time is of the essence in the performance of this Contract.

12.7. This Contract contains the entire agreement between the parties hereto, and no statement, promise, or inducement made by either party hereto that is not contained or referenced in this Contract shall be valid or binding upon the parties hereto.

12.8. The article and section headings, captions, and titles contained herein are intended for convenience and reference only and are not intended to define, limit, or describe the scope or intent of any provision of this Contract.

12.9. Invalidation of any of the provisions of this Contract or of any paragraph, sentence, clause, phrase, or word herein, or the application thereof in any given circumstance, shall not affect the validity of the remainder of this Contract.

12.10. Contractor represents and warrants to Owner that Contractor's entering into this Contract and the performance of its obligations under this Contract have been duly authorized by necessary limited liability company action of Contractor and that all of its obligations under this Contract constitute legal, valid and binding obligations of Contractor, enforceable in accordance with their respective terms. Contractor further represents and warrants to Owner that there is no other agreement, instrument or document that prevents or interferes with Contractor's entering into and performing its obligations under this Contract or that would be violated by Contractor's entering into and performing its obligations under this Contract.

12.11. This Contract is being funded with federal funds under the American Rescue Plan Act, a/k/a ARPA. The parties hereto shall comply with all federal requirements applicable to this Contract and performance of the Work, including, without limitation, the requirements set forth in Exhibit C attached hereto and made a part hereof.

12.12. This Contract may be executed in counterparts that, together, shall constitute one and the same original document. Facsimile and .pdf copies of signatures shall be deemed original signatures.

12.13. All references made and pronouns used in this Contract shall be construed in the singular or plural, and in such gender as the sense and circumstances require.

12.14. As used in the Contract Documents, the terms "include(s)", "including" or words of similar meaning shall mean "without limitation."

12.15. In addition to the condition precedent set forth in Exhibit B regarding insurance, the following are conditions precedent to Owner's obligations this Contract:

(a) A W-9 form executed and delivered by Contractor to Owner that is acceptable to the Owner in its sole and exclusive discretion;

(b) A Disclosure and Certification Affidavit executed and delivered by Contractor to the Owner with information that is acceptable to Owner in its sole and exclusive discretion. Each invoice submitted by Contractor to Owner shall include a certification that the information contained in Contractor's Disclosure and Certification Affidavit executed in connection with entering into this Contract remains true and correct in all material respect;

(c) Evidence reasonably satisfactory to Owner of due authorization of Contractor entering into this Contract; and

(d) If required, approval of this Contract by the West Haven Subcommittee of the Municipal Accountability Review Board of the State of Connecticut.

Contractor shall diligently pursue satisfaction of the conditions set forth in Sections 12.15(a), (b) and (c) above.

12.16. Exclusive jurisdiction for resolution of any disputes between Owner and Contractor shall be in Connecticut state court located in New Haven, Connecticut. Owner and Contractor agree that such court does not constitute an inconvenient forum.

12.17. Owner and Contractor waive any right to trial by jury for resolution of any dispute between Owner and Contractor.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written.

OWNER

CONTRACTOR

City of West Haven

Milestone Construction Services, LLC

By: _____

By: _____

Hon. Dorinda K. Borer, Mayor

Frank A. Ferraiolo
Its Member
Duly Authorized

Address for giving notices:

Ken Carney
Chair
ARPA Committee
City of West Haven
355 Main Street
West Haven, CT 06516
KenCarney@whschools.org

Address for giving notices:

Frank A. Ferraiolo
Milestone Construction Services, LLC
442 Forbes Avenue
New Haven, CT 06512

And to:

Hon. Dorinda K. Borer
Mayor
City of West Haven
355 Main Street
West Haven, CT 06516

Approved as to form:

Mark J. Malaspina
Carmody Torrance Sandak & Hennessey LLP

This contract is approved as to correctness of form.

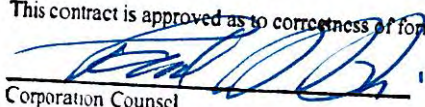

Corporation Counsel

EXHIBIT A
WORK SCHEDULE

Work begins: Upon satisfaction of the conditions precedent set forth in Section 12.15 of the Contract.

Final Completion Date: November 22, 2024, time being of the essence.

EXHIBIT B

INSURANCE REQUIREMENTS

Prior to the commencement of the Work, and as a condition precedent to the effectiveness of the Contract and the Contractor's access to the Property, the Contractor shall deliver to the Owner a valid and currently dated Certificate of Insurance ("COI").

The insurance coverage carried by the Contractor must be placed with and written by an insurance company admitted to do business in the State of Connecticut, and with a rating of A- or better by A.M. Best.

The insurance coverages carried by the Contractor (shown below) shall apply regardless of whether the operations, actions, derelictions or failures to act, from which any claim arises, are attributable to the Contractor, a subcontractor, a sub-subcontractor, or any consultant, officer, agent, employee or anyone directly or indirectly employed by any of them, including anyone for whose acts any of the aforementioned may be liable by operation of statute, government regulation or applicable state law. Failure of Contractor to provide a COI shall in no way limit or relieve Contractor of its duties and responsibilities in this Contract. All policies of insurance shall be written on an occurrence basis.

At a minimum, the COI shall indicate that the following coverages and limits are in place:

1. **Commercial General Liability – Minimum Limits Required:**

- \$2,000,000 General Aggregate
- \$2,000,000 Producers/Completed Operations Aggregate
- \$1,000,000 Each Occurrence
- \$1,000,000 Personal and Advertising Injury
- \$100,000 Fire Damage – Any One Fire
- \$5,000 Medical Expense – Any One Person

- The Owner (The City of West Haven and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions) will be included as an **Additional Insured** onto the CGL policy carried by the Contractor. The Additional Insured coverage afforded to the Owner shall apply on a **primary and non-contributory basis** and include **completed operations** coverages.

- The CGL policy carried by the Contractor shall contain a **Waiver of Subrogation** clause and the Contractor hereby agrees to waive the Contractor's right of recovery against the Owner (the City of West Haven (and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions)).

2. Business Auto/Commercial Auto Insurance – Minimum Limits required:

- \$1,000,000 Liability
- The Owner (The City of West Haven and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions) will be included as an **Additional Insured** onto the Commercial Auto/Business Auto policy carried by the Contractor.
- The Business Auto/Commercial Auto policy carried by the Contractor shall contain a Waiver of Subrogation clause and the Contractor hereby agrees to waive the Contractor's right of recovery against the Owner (the City of West Haven, and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions).

3. Workers Compensation/Employers Liability Insurance:

- Coverages and limits as required by law Connecticut State law
- Employers Liability Limits:
 - \$500,000 each accident
 - \$500,000 aggregate for injury by disease
 - \$500,000 each employee for injury by disease
- The Workers' Compensation/Employers Liability policy carried by the Contractor shall contain a Waiver of Subrogation clause and the Contractor hereby agrees to waive the Contractor's right of recovery against the Owner (the City of West Haven and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions).

4. Professional Liability Insurance – Minimum Limits required:

- \$2,000,000 per occurrence
- \$3,000,000 aggregate

5. Umbrella Liability/Excess Liability – Minimum Limits required:

- \$5,000,000 Each Occurrence
- \$5,000,000 General Aggregate

- Policy will provide excess coverage over the CGL, Business Auto and Workers' Compensation/Employer Liability policies carried by the organization.
- The Umbrella/Excess Liability policy carried by the Contractor shall contain a Waiver of Subrogation clause and the Contractor hereby agrees to waive the Contractor's right of recovery against the Owner (the City of West Haven and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions).

No Limitation on Liability

With regard to any/all claims made against the Additional Insured by any employee of the Contractor, any subcontractor or anyone directly or indirectly employed by the Contractor or any subcontractor, or anyone for whose acts the Contractor or any subcontractor might be liable, the indemnification obligation shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation acts, disability benefits acts or other employee benefit acts.

Cancellation, Renewal and Modification

The Contractor shall maintain in effect all insurance coverages required under this Contract at the Contractor's sole expense and with insurance companies acceptable to the Owner. The policies shall contain a provision that the coverage will not be cancelled or non-renewed until at least thirty (30) days' prior written notice has been given to the Owner.

EXHIBIT C: FEDERAL REQUIREMENTS

For purposes of this Exhibit C, the term "contract" shall mean this Contract, the term "City" shall mean Owner, and the term "contractor" shall mean the Contractor. For convenience, reference to any gender herein means the applicable gender.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

1. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by a rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The contractor may not charge the City directly or indirectly for any "Covered Telecom," as defined below. The federal government's System for Award Management (SAM) (<https://www.sam.gov>) lists certain "Excluded Parties" (as defined therein) who are excluded from receiving federal awards for "covered telecommunications equipment or services" referenced therein ("Covered Telecom"). Any procurements and resulting contracts prepared by the contractor for the City shall prohibit vendors from directly or indirectly charging the City for Covered Telecom.

Any and all procurements for construction services, goods or materials shall comply with the federal government's "Build America, Buy America" and "Buy American" requirements, if and to the extent applicable to the Work or any portion thereof.

SECTION 00905

CHANGE ORDER

(Instructions on Page 2)

CHANGE ORDER NO. 001
PROJECT: West Haven Vietnam Veterans Memorial Expansion Project
DATE OF ISSUANCE: August 16, 2024

OWNER: City of West Haven

CONTRACTOR: Milestone Construction Services, LLC

ENGINEER: Westcott and Mapes, Inc.

ENGINEER's Project No. 24-043-10

You are directed to make the following changes in the Contract Documents:

Description: Factory-etch thirty-one (31) veteran names, in alphabetical order by last name, approximately 1/2 of the names on the left monument and approx. 1/2 on the right monument, contractor shall prepare document for veteran's committee sign-off of name spellings and name locations before etching.

Purpose of Change Order: Factory-etch (inscribe) the veteran names on the monuments before installation.

Attachments: (List documents supporting change) List of (29) names in Addendum No.1 dated April 25, 2024, handwritten note add "Billy Walkabout", report of discharge add "Dwight Alexander Knowles"

CHANGE IN CONTRACT AMOUNT:	CHANGE IN CONTRACT TIME:
Original Contract Price <u>Base Bid = \$93,816.00 plus Add Alt. No. A2 Chip Repair \$2,300.00 = \$96,116.00</u>	Original Contract Time <u>xx</u> Days or Date
Previous Change Orders No. <u>0</u> to No. <u>0</u> \$ <u>0</u>	Net change from previous Change Orders <u>0</u> Days
Contract Price prior to this Change Order \$ <u>96,116.00</u>	Contract Time Prior to this Change Order <u>xx</u> Days or Date
Net Increase (decrease) of this Change Order \$ <u>7,450.46</u>	Net Increase (decrease) of this Change Order <u>0</u> Days
Contract Price with all approved Change Orders \$ <u>103,566.46</u>	Contract Time with all approved Change Orders <u>xx</u> Days or Date

RECOMMENDED:

by


Engineer

APPROVED:

by

Owner

APPROVED:

by

Contractor

00905-1

W&M#24-043-10

INSTRUCTIONS

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Time. Changes that have been initiated by a Work Directive Change must be incorporated into a subsequent Change Order if they affect Price or Time.

Changes that affect Contract Price or Contract Time should be promptly covered by a Change Order. The practice of accumulating change order items to reduce the administrative burden may lead to unnecessary disputes.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Time, a Field Order may be used.

B. COMPLETING THE CHANGE ORDER FORM

The Engineer initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by the Contractor, or requests from the Owner, or both.

Once the Engineer has completed and signed the form, all copies should be sent to the Contractor for approval. After approval by the Contractor, all copies should be sent to the Owner for approval. The Engineer should make distribution of executed copies after approval by the Owner.

If a change only applies to price or to time, cross out the part of the tabulation that does not apply.

END OF SECTION



Change Order Request

Project Name: West Haven Vietnam Veterans Memorial Date Issued: 7/10/2024
 MCS Project Number: Number: 1
 Client Project Number (if appl.):

Description:

Change Order Request that is inclusive of: Engrave (31) veteran names, in alphabetical order by last name, approximately 1/2 of the names on the left monument and 1/2 on the right monument. Contractor shall prepare document for veteran's committee sign-off of name spellings and name locations prior to engraving.

Subcontractors:

Name	Scope	Total
Connecticut Stone	Engraving as noted above	\$ 6,200.00
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
Subtotal		\$ 6,200.00
General Liability		\$ 88.66
Permits		\$ -
Total		\$ 6,288.66

MCS Staffing:

Description	Quantity	Unit	Unit Price	Total
Project Manager	2	Hrs.	\$95	\$ 190.00
Superintendent		Hrs.	\$85	\$ -
Carpenter		Hrs.	\$65	\$ -
Laborer		Hrs.	\$55	\$ -
Subtotal				\$ 190.00
Total				\$ 6,478.66
Fee (15%)				\$ 971.80
Total Change Order				\$ 7,450.46

Time added to the project schedule for this change: 0 Day

 Milestone Construction Services

 7/10/2024
 Date:

 Architect | Engineer

 Date:

 Owner | Client

 Date:

TUUL



Connecticut Stone - Milford Stone Yard
138 Woodmont Road
Milford, CT 06460
P: 203-882-1000 F: 203-876-3395
www.connecticutstone.com

Quote# 15528 - 3
Date: 7/10/2024
printed on Wednesday, July 10, 2024 9:24 AM

Quote

Bill To: Milestone Construction Services LLC 442 Forbes Avenue New Haven, CT 06512 P1: (203) 691-6876 P2: (203) 823-7981 E: CGancarz@milestonecsllc.com	Job Details: VIETNAM VETERANS MEMORIAL WEST HAVEN, CT	Ship To: Pickup Order VIETNAM VETERANS MEMORIAL
--	--	--

Sales Rep Lance Dellacroce / Bud Br...	Quote Name VIETNAM VETERANS MEMORIAL	Payment Terms COD	
Description	Quantity	Unit Price	Extended
ENGRAVING OF STONE PROVIDED BY CT STONE(SAND BLAST NAMES AS PER LIST PROVIDED), PER NAME	31.00 EA	\$200.0000	\$6,200.00

Notes:
Thank you for choosing Connecticut Stone. Please note that this proposal will expire in 7 calendar days and revised pricing may be required. All transfer fees and freight charges are estimated and subject to change at time of order based on final quantities, weights, pallet size, and market price.

Subtotal \$6,200.00

Name: _____ Signature: _____ Date: _____

LIST OF NAMES

David Albert Bonito

Frank Joseph Ceruzzi Jr.

James J. Costello

James A. Beers

John M. Colburn

Joseph Fitterou

Steven Hollis

Gene P. Perna

William H. Sullivan Jr.

Richard D. Dolua

Roy Alan Capper

Robert A. Barzee

George D. Petronio

Donald J. Hodgdon

John W. Hodgdon

LIST OF NAMES (CONTINUED)

Michael J. Maturo

Vincent G. Perrilli

Lawrence P. Klein

James C. Campbell Jr.

Clifford P. Onofrio

Russell Kniehl

Donald P. Sweeney

Martin E. Driend

Emery J. Linton Sr.

Michael S. ~~Olivero~~ Oliverio

Aldo A. Doria - "Gold Star"

Laurence E. Belko

Dennis C. Guay

~~Edward E. Palmer~~

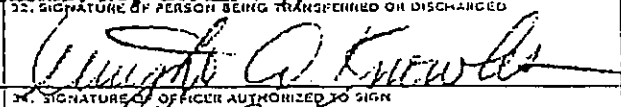
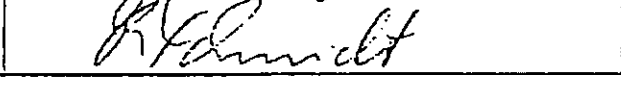
Ernest E. Palmer

Lenny

add this name to
the monument

Billy Wallabout

THIS IS AN IMPORTANT RECORD
SAFEGUARD IT.

PERSONAL DATA	1. LAST NAME - FIRST NAME - MIDDLE NAME KNOWLES DWIGHT ALEXANDER			2. SERVICE NUMBER AF11829239		3. SOCIAL SECURITY NUMBER 071 40 9812		
	4. DEPARTMENT, COMPONENT AND BRANCH OR CLASS AIR FORCE RESAF			5a. GRADE, RATE OR RANK SGT	b. PAY GRADE 2-4	6. DATE OF RANK DAY: 1 MONTH: JAN YEAR: 70		
	7. U. S. CITIZEN <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		8. PLACE OF BIRTH (City and State or Country) DANIA FLA			9. DATE OF BIRTH DAY: 24 MONTH: SEP YEAR: 48		
SELECTIVE SERVICE DATA	10a. SELECTIVE SERVICE NUMBER 50 63 48 1200			10b. SELECTIVE SERVICE LOCAL BOARD NUMBER, CITY, COUNTY, STATE AND ZIP CODE LB # 63 JAMAICA NY			11. DATE INDUCTED DAY: NA MONTH: NA YEAR: NA	
	11a. TYPE OF TRANSFER OR DISCHARGE RELEASE FROM ACTIVE DUTY			11b. STATION OR INSTALLATION AT WHICH EFFECTED TRAVIS AFB, FAIRFIELD, GA				
TRANSFER OR DISCHARGE DATA	12. REASON AND AUTHORITY SEC 1, CHAP 3, AFM 39-10 (SDN 203) MTS				12a. EFFECTIVE DATE DAY: 4 MONTH: FEB YEAR: 72		12b. TYPE OF CERTIFICATE ISSUED NA	
	13. LAST DUTY ASSIGNMENT AND MAJOR COMMAND 60 SES (MAC)			13a. CHARACTER OF SERVICE HONORABLE			13b. REENLISTMENT CODE 1	
	14. DISTRICT, AREA COMMAND OR CORPS TO WHICH RESERVIST TRANSFERRED USAF							
	14a. TERMINAL DATE OF RESERVE/UMR'S OBLIGATION DAY: 8 MONTH: NOV YEAR: 73			17. CURRENT ACTIVE SERVICE OTHER THAN BY INDUCTION a. SOURCE OF ENTRY: <input checked="" type="checkbox"/> ENLISTED (First Enlistment) <input type="checkbox"/> ENLISTED (Prior Service) <input type="checkbox"/> REENLISTED <input type="checkbox"/> OTHER AF T, 603			17b. TEAM OF SERVICE (Years) DAY: 1 MONTH: 5 YEAR: FEB 68	
19. PRIOR REGULAR ENLISTMENTS NONE			19a. GRADE, RATE OR RANK AT TIME OF ENTRY INTO CURRENT ACTIVE SVC AN			20. PLACE OF ENTRY INTO CURRENT ACTIVE SERVICE (City and State) FT HAMILTON NY		
21. HOME OF RECORD AT TIME OF ENTRY INTO ACTIVE SERVICE (Street, RFD, City, County, State and ZIP Code) HOLLIS, NY			22. STATEMENT OF SERVICE					
23a. SPECIALTY NUMBER & TITLE 81150 SEC FOL			23b. RELATED CIVILIAN OCCUPATION AND B.O.T. NUMBER 372.868 GUARD		22a. (1) NET SERVICE THIS PERIOD 04 00 00			
					22b. (2) OTHER SERVICE 00 02 26			
					22c. (3) TOTAL (Line (1) plus Line (2)) 04 02 26			
					22d. TOTAL ACTIVE SERVICE 04 00 00			
					22e. FOREIGN AND/OR SEA SERVICE 00 11 36			
24. OCCASIONS, MEDALS, BADGES, COMMENDATIONS, CITATIONS AND CAMPAIGN RIBBONS AWARDED OR AUTHORIZED EDSM, AFLSA, RVCM, VEH w/10LG, AFM 900-3/SAEMR, AFM 900-3/AVCOM (5FEB68-4FEB71) AFM 900-3//								
25. EDUCATION AND TRAINING COMPLETED SEC FOL CRSE 3AEB81130, COMFL68/SENTRY LOG HANDLER CRSE 3AEB1130A, COMFL68/ SEC FOL SCTY FOL SUPR CRSE 81150, COMFL69//								
VA AND EMP. SERVICE DATA	26a. NON-PAY PERIODS TIME LOST (Preceding Two Years) NO NON PAY PERIODS			26b. DAYS ACCRUED LEAVE PAID 45 DAYS		27a. INSURANCE IN FORCE (NSLI or USGLI) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		27b. AMOUNT OF ALLOTMENT NONE
	26c. TIME LOST NO TIME LOST			26d. VA CLAIM NUMBER C- NONE		27c. SERVICEMEN'S GROUP LIFE INSURANCE COVERAGE <input checked="" type="checkbox"/> \$15,000 <input type="checkbox"/> \$10,000 <input type="checkbox"/> \$5,000 <input type="checkbox"/> NONE		
REMARKS	30. REMARKS ES GRAD/BICOM GP B-PCS/A.E: G70, A95, M55, E50, UNDATED/DAFSC: 81150A/INAC, 26FEB68, EOD MACC, FT HOLABIRD, MD/ I HAVE BEEN COUNSELED AS TO CONDITIONS FOR MY REENTRY INTO THE AIR FORCE AND I UNDERSTAND THAT EVERY FORMER AIR FORCE MEMBER MUST MEET THE ENLISTMENT/REENLISTMENT STANDARDS IN EFFECT AT THE TIME OF HIS (RE)ENLISTMENT/REENLISTMENT. I AM CURRENTLY A VETERAN AND VETERAN NO. VCPMA 2011							
	31. PERMANENT ADDRESS FOR MAILING PURPOSES AFTER TRANSFER OR DISCHARGE (Street, RFD, City, County, State and ZIP Code) 100 43 284TH ST. BLDG 1 NY 11423				32. SIGNATURE OF PERSON BEING TRANSFERRED OR DISCHARGED 			
AUTHENTICATION	33. TITLE, NAME, GRADE AND TITLE OF AUTHORIZING OFFICER R. SCHMIDT, MGPT, USAF MCCIC, PORT SEP SECT				34. SIGNATURE OF OFFICER AUTHORIZED TO SIGN 			

SECTION 00400

BID FORM

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Item Description and Lump Sum Price Written in Words</u>	<u>Lump Sum Price Written in Figures</u>
1.	1 LS	<p>NEW GRANITE MONUMENT STONES AND FOUNDATIONS (COMPLETE)</p> <p>For furnishing all labor, materials tools, equipment, and incidentals required to fabricate and install two (2) new polished rhomboid-shaped granite monument stones with cast-in-place concrete foundations, and to perform all other work, complete, as represented in the Technical Specifications and denoted on the drawings entitled "West Haven Vietnam Veterans Memorial Expansion Project, Savin Rock Park, West Haven, Connecticut," consisting of 5 sheets, dated 02/10/2023, prepared by Westcott and Mapes, Inc., the sum of:</p> <p style="margin-left: 40px;"> <u>Ninety Three Thousand Eight Hundred-Sixteen</u> dollars and <u>00/100</u> cents Lump Sum </p>	<p>\$ <u>93,816.00</u></p>

SECTION 00400

BID FORM

B. ADDENDA:

The following Addenda for this Contract were received:

<u>NUMBER</u>	<u>DATE</u>
Addendum #1	April 29, 2024
_____	_____
_____	_____
_____	_____

DATED AT New Haven, CT
(Town or City) (State)

THIS 7th Day OF May, 2024.

Milestone Construction Services, LLC
(Name of Bidder)

BY: _____
(Signature)

NAME: Frank A Ferraiolo

TITLE: Member

MCO 0902846
License Number (if applicable)

BUSINESS ADDRESS: 442 Forbes Ave
New Haven, CT 06512

END OF SECTION

ADDENDUM NO. 1

APRIL 25, 2024

ADD ALTERNATES BID FORM

Item	Estimated	Item Description and	Lump Sum Price
<u>No.</u>	<u>Quantity</u>	<u>Lump Sum Price Written in Words</u>	<u>Written in Figures</u>
A1	1 LS	ETCHING OF NAMES (COMPLETE) For furnishing all labor, materials tools, equipment, and incidentals required to etch the list of names on the two new granite stone monuments as described in addendum no.1 for the sum of: <u>Eight Thousand - Eleven</u> dollars and _____ cents Lump Sum	 <u>\$ 8,110.00</u>
A2	1 LS	CHIP REPAIR (COMPLETE) For furnishing all labor, materials tools, equipment, and incidentals required to repair the chipped areas as described in addendum no.1 for the sum of: <u>Two Thousand-Three Hundred</u> dollars and _____ cents Lump Sum	 <u>\$ 2,300.00</u>

ADD 1-2

ADDENDUM NO. 1

APRIL 25, 2024

ADD ALTERNATES BID FORM (CONTINUED)

ADD ALTERNATES BID FORM SUBMITTED BY:

Milestone Construction Services, LLC

Company Name

442 Forbes Ave

Street Address

New Haven, CT 06512

City, State and Zip Code

BY:

(Signature)

DATE:

05.07.2024

NAME: **Frank A Ferraiolo**

TITLE: **Member**

MCO 0902846 - Major Contractor

License Number (if applicable)

American Rescue Plan Act of 2021 Coronavirus State and Local Fiscal Recover Funds Subaward Agreement
Between
THE CITY OF WEST HAVEN, CONNECTICUT
and
CENTER FIRE DISTRICT

Article I. Overview.

Section 1.1. Parties. The parties to this American Rescue Plan Act of 2021 Coronavirus State and Local Fiscal Recover Funds Subaward Agreement (“Agreement”) are the CITY OF WEST HAVEN, CONNECTICUT (“City”) and the CENTER FIRE DISTRICT, a special taxing district organized under the laws of the State of Connecticut (“Subrecipient”).

Section 1.2. Definitions. The definitions in 2 C.F.R. 200.1 are hereby incorporated into this Agreement.

Section 1.3. Roles. For the purposes of this Agreement, the City serves as a pass-through entity.

Section 1.4. Source of Funding. This Agreement is funded by a portion of the Twenty-Nine Million Eight Thousand Five Hundred Seventy-Six Dollars (\$29,008,576.00) allocated to the City by the Coronavirus State Local Fiscal Recovery Fund created under section 603 of the American Rescue Plan Act of 2021 (“ARP/CSLFRF”).

Section 1.5. Purpose. The purpose of this Agreement is to establish the terms and conditions for a subaward allocated to the Subrecipient from the City (“Subaward”).

Section 1.6. Disclosures. Federal regulations, specifically 2 C.F.R. 200.331(a)(1), require the City to provide the Subrecipient with specific information about this Subaward. All required information is listed in Exhibit A (Subaward Data).

Section 1.7. Term. This Agreement shall govern the performance of the parties for the period from December 18, 2023 (the “Effective Date”) through March 15, 2025 (the “Expiration Date”), unless earlier terminated by either party in accordance with the terms of this Agreement, or extended by the City in its sole and exclusive discretion (the “Agreement Term”).

Article II. Scope of Funded Activities.

Section 2.1. Scope of Services. Subrecipient shall perform all activities described in the scope of activities, attached hereto as Exhibit B (Approved Activities). Such activities are referred to in this Agreement as the “Approved Activities.”

Section 2.2. Budget. Subrecipient shall perform the Approved Activities in accordance with the program budget as approved by the City and attached hereto as Exhibit C (Approved Budget). Such approved program budget is referred to in this Agreement as the “Approved Budget.”

Section 2.3. Prior Approval for Changes. Subrecipient may not transfer allocated funds among cost categories within a budgeted program account without the prior written approval of the City, which approval may be granted or withheld in the City’s sole and exclusive discretion; nor shall Subrecipient make any changes, directly or indirectly, to Approved Activities or the Approved Budget without the prior written approval of the City, which approval may be granted or withheld in the City’s sole and exclusive discretion.

Article III. Compensation.

Section. 3.1. Payment of Funds. The City will serve as payment agent for the Approved Activities for costs and expenses actually incurred by Subrecipient in accordance with the Approved Budget and for the performance of the Approved Activities under this Agreement in accordance with the provisions of this Agreement in an amount not to exceed One Million Twenty-Five Thousand Dollars (\$1,025,000.00) ("Total Agreement Funds"). The amount of Total Agreement Funds, however, is subject to adjustment by the City if a substantial change is made in the Approved Activities that affects this Agreement or if this Agreement is terminated prior to the Expiration Date. Additionally, all contracts funded under this Agreement with expenditure commitments of \$50,000.00 or more shall be subject to prior review and approval by the Municipal Advisory and Review Board of the State of Connecticut. The City's disbursement of all program funds will be by direct payment to the Subrecipient's contractors and is conditioned upon (a) no outstanding defaults by Subrecipient in compliance with its obligations under this Agreement, (b) the Subrecipient's monitoring and reporting on compliance with the provisions of all such contracts to the City's ARPA Committee at such times and in such manner as required by federal funding requirements and as otherwise identified to the Subrecipient and required by the City's ARPA Committee, (c) the Subrecipient's certification to the City's ARPA Committee in connection with each request for payment by a contractor submitted by Subrecipient to the City's ARPA Committee that such contractor is entitled to such requested payment, together with such supporting documentation and information as required by the City's ARPA Committee and (d) payment approval by the City's ARPA Committee. The City's ARPA Committee may deny any request for disbursement in whole or in part with a statement of the reason(s) for such denial. Program funds shall not be expended prior to the Effective Date or following the earlier of the Expiration Date or prior termination of this Agreement. Costs and expenses incurred shall only be as necessary and allowable to carry out the purposes and activities of the Approved Activities and may not exceed the maximum limits set in the Approved Budget. Costs and expenses charged against the Total Agreement Funds shall be incurred in accordance with this Agreement. To the extent the City disburses the Total Agreement Funds to Subrecipient that are subsequently determined to be unallowable costs or expenses, Subrecipient shall reimburse the City for such unallowable costs or expenses within thirty (30) days after becoming aware of expenditure of advanced funds on unallowable costs or expenses. The City may withhold any Total Agreement Funds not yet disbursed under this Agreement in an amount equal to such unallowable costs and expenses.

Section. 3.2. Requests for Disbursement. On or before the tenth (10th) day of each month and, in any event, no later than thirty (30) days after the earlier of the Expiration Date or prior termination of this Agreement, Subrecipient shall submit requests for disbursement under this Agreement, together with associated information and documentation, in a format dictated by the City, for the most recent month ended, to:

Ken Carney, Chair
ARPA Committee
City of West Haven
355 Main St.
West Haven, CT 06516
203-530-0006
KenCarney@whschools.org

and to:

Rick Spreyer
Purchasing Director
City of West Haven
355 Main St.
West Haven, CT 06516
203-937-3624
rspreyer@westhaven-ct.gov

setting forth requested disbursements of program funds to Subrecipient's contractor(s), together with relevant documentation and information in accordance with this Agreement. Each monthly invoice shall contain a certification by Subrecipient that the information contained in Subrecipient's Disclosure and Certification Affidavit executed in connection with entering this Agreement remains true and correct in all material respects. Within forty-five (45) days from the date it receives such request for disbursement, the City may disapprove the requested disbursement in whole or in part. To the extent any disbursement request is so disapproved, the City shall notify Subrecipient within thirty (30) calendar days after reviewing the Subrecipient's request as to the disapproval and the reason(s) for such disapproval. A decision by the City to disapprove all or any part of an invoice is final. There is no appeal process for Subrecipient. To the extent the City approves a request for disbursement, then the City will disburse the funds within forty-five (45) days after receiving Subrecipient's request for payment. Disbursements will be made directly to the applicable contractors. All of Subrecipient's contracts shall allow for meeting the requirements of this Agreement.

Section. 3.3. City's Subaward Obligations Contingent on Federal Funding and Subrecipient Compliance. The payment of funds under the terms of this Agreement shall be contingent on the receipt of such funds by the City from the ARP/CSLFRF and shall be subject to Subrecipient's continued eligibility to receive funds under the applicable provisions of state and federal laws, as well as Subrecipient's continued compliance with this Agreement. If the amount of funds that the City receives from the ARP/CSLFRF is reduced, the City may reduce the amount of funds awarded under this Agreement or terminate this Agreement in its sole and exclusive discretion. The City may also deny requested disbursements where disbursement requests or required information or documentation from the Subrecipient are not submitted by the deadlines specified in this Agreement or for the failure of Subrecipient to otherwise comply with the terms and conditions of this Agreement.

Article IV. Financial Accountability and Grant Administration.

Section. 4.1. Financial Management. Subrecipient shall maintain a management system and records related to all transactions for funds disbursed pursuant to this Agreement and with any program income earned as a result of funds disbursed pursuant to this Agreement. All funds to be disbursed under this Agreement shall be administered by the City in accordance with all applicable federal, state and local requirements, including, without limitation, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, as required by the ARP/CSLFRF Assistance Listing (21.027). Subrecipient shall provide the City with such documents and records requested by the City in connection with the City's rights and obligations related to funds disbursed under this Agreement and shall adopt such additional management procedures as may from time-to-time be prescribed by the City. Subrecipient shall maintain detailed, itemized documentation and other necessary records required by federal funding requirements and as otherwise identified to Subrecipient and required by the City's ARPA Committee for all matters for which costs and expenses are incurred and payments disbursed by the City pursuant to this Agreement.

Section. 4.2. Limitations on Disbursements. The City shall only disburse funds under this Agreement for documented expenditures incurred during the Agreement Term that are: (i) reasonable and necessary to carry out the scope of Approved Activities described in Exhibit B (Approved Activities); (ii) documented by contracts or other documentation consistent with the established City and Subrecipient procedures and requirements of this Agreement; and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Agreement.

Section. 4.3. Indirect Cost Rate. The indirect cost rate, if any, indicated in Exhibit C (Approved Budget) shall apply to this Agreement. If Subrecipient has a Negotiated Indirect Cost Rate Agreement ("NICRA") with another federal agency that is higher than the *de minimis* indirect rate of ten percent (10%), Subrecipient's NICRA shall be used to calculate its indirect rate. See 2 C.F.R. 200.332(a)(4)(ii).

Section. 4.4. Reports. Subrecipient shall submit to the City such reports and back-up data as may be required by the Federal Government or the City, including such reports that enable the City to submit its own reports to the U.S. Department of the Treasury at least fifteen (15) days in advance of the applicable due dates of the City's

report deadlines with the U.S. Department of the Treasury. For the U.S. Department of the Treasury reporting requirements and deadlines for project and expenditure reports and recovery plans, see the most recently issued U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Funds Guidance on Recipient Compliance and Reporting Responsibilities at <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>. This provision shall survive after the Expiration Date or prior termination of this Agreement for so long as is necessary to fulfill the intent hereof.

Section. 4.5. Improper Payments. Any item of expenditure under the terms of this Agreement that is found by auditors, investigators, and other authorized representatives of the City, the U.S. Department of the Treasury, or other federal or state instrumentality to be improper, unallowable, in violation of federal, state or local law, or the provisions of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of Subrecipient, shall become Subrecipient's liability, and shall be paid solely by Subrecipient, within thirty (30) days after notification of such, from funds other than those provided by the City under this Agreement or any other agreement between the City and Subrecipient. This provision shall survive after the Expiration Date or prior termination of this Agreement for so long as is necessary to fulfill its intent.

Section. 4.6. Audits. Subrecipient certifies compliance with applicable provisions of 2 C.F.R. 200.501-200.521, and continued compliance with these provisions during and after the term of this Agreement for so long as is necessary to fulfill the intent of this Section. Subrecipient's activities under this Agreement are subject to reviews and audits by representatives of the City, the State of Connecticut, the U.S. Department of Treasury and the U.S. Government Accountability Office.

Section. 4.7. Closeout. Final disbursement request(s) under this Agreement must be received by the City no later than thirty (30) days after the earlier of the Expiration Date or prior termination of this Agreement. This provision shall survive the Expiration Date or prior termination of this Agreement as the case may be. The City will not accept a disbursement request submitted after this date. In consideration of the City's obligations under this Agreement, Subrecipient agrees that the Subrecipient's request for and the City's making the final disbursement under this Agreement will constitute an agreement by Subrecipient to release and forever discharge the City, its agents, employees, officers, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever that Subrecipient has at the time of the City making the final disbursement under this Agreement or may thereafter have, arising out of, in connection with, or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this Agreement, except to the extent arising out of the City's negligence or willful misconduct. The Subrecipient's obligations to the City under this Agreement shall not terminate until all closeout requirements are completed to the satisfaction of the City. Such requirements shall include submitting final reports to the City and providing any closeout-related information requested by the City by the deadlines specified by the City. This provision shall survive after the Expiration Date or prior termination of this Agreement for so long as is necessary to fulfill the intent hereof.

Article V. Compliance with Grant Agreement and Applicable Laws.

Section. 5.1. General Compliance. Subrecipient shall perform all Approved Activities funded under this Agreement in accordance with this Agreement, the award agreement between the City and the U.S. Department of the Treasury dated March 3, 2021, regarding ARPA funds provided to the City, and all applicable federal, state and local requirements, including all applicable statutes, rules, regulations, executive orders, directives or other requirements. Such requirements may be different from Subrecipient's current policies and practices. The City may assist Subrecipient in complying with all applicable requirements. However, Subrecipient shall remain fully responsible for ensuring its compliance with all applicable requirements.

Section. 5.2. Expenditure Authority. This Agreement is subject to the laws, regulations, and guidance documents authorizing and implementing the ARP/CSLFRF grant, including, but not limited to, the following:

Authorizing Statute. Section 603 of the *Social Security Act* (42 U.S.C. 803), as added by section 9901(a) of the *American Rescue Plan Act of 2021* (Pub. L. No. 117-2);

Implementing Regulations. Subpart A of 31 C.F.R. Part 35 (Coronavirus State and Local Fiscal Recovery Funds), as adopted in the *Coronavirus State and Local Fiscal Recovery Funds* interim final rule (86 F.R. 26786, applicable May 17, 2021 through March 31, 2022) and final rule (87 F.R. 4338, applicable January 27, 2022 through the end of the ARP/CSLFRF award term), and other subsequent regulations implementing Section 603 of the *Social Security Act* (42 U.S.C. 803); and

Guidance Documents. Applicable guidance documents issued from time-to-time by the U.S. Department of the Treasury, including the currently applicable version of the *Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds*.¹

This Agreement is also subject to all applicable laws, rules and regulations of the State of Connecticut, as well as all applicable ordinances, rules and regulations of the City.

Section. 5.3. Federal Grant Administration Requirements. Subrecipient shall comply with the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, 2 C.F.R. Part 200 ("UG"), as adopted by the Department of Treasury at 2 C.F.R. Part 1000 and as set forth in the [Assistance Listing for ARP/CSLFRF \(21.027\)](#). These requirements dictate how Subrecipient must administer this Subaward and how the City must oversee Subrecipient.

The applicable UG provisions are as follows:

[Subpart A, Acronyms and Definitions](#)

[Subpart B, General provisions](#)

[Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards](#) (except 2 C.F.R. 200.204, .205, .210, and .213)

[Subpart D, Post Federal; Award Requirements](#) (except 2 C.F.R. 200.305(b)(8) & (9), .308, .309, and .320(c)(4))

[Subpart E, Cost Principles](#)

[Subpart F, Audit Requirements](#)

[2 C.F.R. Part 25](#) (Universal Identifier & System for Award Management)

[2 C.F.R. Part 170](#) (Reporting Subaward and Executive Compensation Information)

[2 C.F.R. Part 180](#) (Office of Management and Budget ("OMB") Guidelines on Governmentwide Debarment and Suspension (Non-procurement))

Subrecipient shall document compliance with UG requirements, including adoption and implementation of all required policies and procedures, within thirty (30) days of the execution of this Agreement and during all subsequent reviews during the Agreement Term. The City may provide sample policies or other assistance to Subrecipient in meeting these compliance requirements. Regardless of the City's assistance, it is the Subrecipient's responsibility to fully comply with all UG requirements. Failure to do so may result in termination of the Agreement by the City.

Section. 5.4. Procurement Requirements.

(a) In matters relating to procurement of goods and/or services, the Subrecipient shall comply with the following:

1. **Procurement Requirements and Procedures**

Subrecipient shall follow the procurement procedures set out in Chapter 42 of the Code of the City of West Haven ("Purchasing Procedures").

¹ <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>.

2. **Reporting.** Subrecipient shall file quarterly written reports with the City in form and substance required by the City regarding Subrecipient's activities pursuant to this Agreement and use of funds provided under this Agreement including, without limitation, the status of all contracts utilizing funds provided under this Agreement.
3. **City review of solicitations.** Except for micro-purchases made pursuant to 2 C.F.R. 200.320(a)(1) or procurements by small purchase procedures pursuant to 2 C.F.R. 200.320(a)(2), if Subrecipient proposes to enter into any contract for the performance of any of the Approved Activities under this Agreement, then the Subrecipient shall forward to the City a copy of any solicitation (whether competitive or non-competitive) as soon as practicable and in no event within less than fifteen (15) days prior to the publication or communication of the solicitation. The City will review the solicitation and provide comments, if any, to Subrecipient as soon as reasonably practicable and no later than within fifteen (15) calendar days. Consistent with 2 C.F.R. 200.324, the City will review the solicitation for compliance with applicable procurement standards; *provided, however*, the City's review and comments shall not constitute approval of the solicitation. Notwithstanding the City's review and comment, Subrecipient remains bound by all applicable laws, regulations, and Agreement terms and conditions. If, during its review, the City identifies any deficiencies, then the City will communicate those deficiencies to Subrecipient as soon as reasonably practicable.
4. **City review of contracts.** Except for micro-purchases pursuant to 2 C.F.R. 200.320(a), if Subrecipient proposes to enter into any contracts for the performance of any of the Approved Activities under this Agreement, all such contracts shall be in writing and Subrecipient shall forward to the City a copy of each proposed written contract prior to contract execution. The City shall review the unexecuted contract for compliance with applicable requirements and provide comments, if any, or a statement of no comment to Subrecipient as soon as reasonably practicable. Consistent with 2 C.F.R. §200.324, the City will review the unexecuted contract for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200. The City's review and comments shall not constitute an approval of the contract. Regardless of the City's review, Subrecipient shall remain bound by all applicable laws, regulations, and Agreement terms and conditions. If, during its review, the City identifies any deficiencies, then the City will communicate those deficiencies to Subrecipient as soon as reasonably practicable. Subrecipient must correct the noted deficiencies before executing the applicable contract.

(b) **Mandatory Contract Provisions.** Subrecipient must include contract provisions required by UG and other state and federal laws and regulations, and as otherwise dictated by the City.

Section 5.5. Subawards. In executing this Agreement, Subrecipient may not provide a further subaward of funds provided under this Agreement without prior written approval from the City, which approval may be granted or withheld in the City's sole and exclusive discretion.

Section 5.6. Property Management. All real property acquired or improved, and equipment or supplies purchased in whole or in part for use in connection with such real property with ARP/CSLFRF funds, must be used, insured, managed, and disposed of in accordance with 2 C.F.R. 200.311 through 2 C.F.R. 200.316.

Section 5.7 Program Income. If Subrecipient earns program income, as defined in 2 C.F.R. 200.1 during the Agreement Term, it must segregate the gross proceeds of the program income and follow the provisions in 2 C.F.R. 200.307.

Section 5.8. Federal Restrictions on Lobbying. Subrecipient shall comply with the restrictions on lobbying in 31 C.F.R. Part 21. Pursuant to this regulation, Subrecipient may not use any federal funds to pay any person to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered

federal actions: the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. Subrecipient shall certify in writing that Subrecipient has not made, and will not make, any payment prohibited by these requirements using the form provided in Exhibit D (Lobbying Certifications).

Section. 5.9. Universal Identifier and System for Award Management (SAM). Subrecipient shall obtain, and provide to the City, a unique entity identifier assigned by the System for Award Management (SAM), which is accessible at www.sam.gov.

Section. 5.10. Equal Opportunity and Other Requirements. Subrecipient shall adopt and enact a nondiscrimination policy consistent with the requirements in this Section.

(a) **Civil Rights Laws.** Subrecipient shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d *et seq.*) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.

(b) **Fair Housing Laws.** If applicable to Subrecipient's activities, Subrecipient shall comply with the Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 *et seq.*), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.

(c) **Disability Protections.** Subrecipient shall comply with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.

(d) **Age Discrimination.** Subrecipient shall comply with the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101 *et seq.*), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.

(e) **Americans with Disabilities Act.** Subrecipient shall comply with Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101 *et seq.*), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

Section. 5.11. Suspension and Debarment. Subrecipient shall comply with the OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement) in 2 C.F.R. Part 180, as adopted by the U.S. Department of Treasury at 31 C.F.R. Part 19. Subrecipient represents that neither it, nor any of its principals has been debarred, suspended, or otherwise determined ineligible to participate in federal assistance awards or contracts. Subrecipient further agrees that it will notify the City immediately if it or any of its principals is placed on the list of parties excluded from federal procurement or nonprocurement programs available at www.sam.gov.

Section. 5.12. Federal Funding Accountability and Transparency Act of 2006. Subrecipient shall provide the City with all information requested by the City to enable the City to comply with the reporting requirements of the *Federal Funding Accountability and Transparency Act of 2006* (31 U.S.C. 6101).

Section. 5.13. Licenses, Certifications, Permits, Accreditation. Subrecipient shall obtain and keep current any license, certification, permit, or accreditation required by federal, state, or local law and shall submit to the City proof of any licensure, certification, permit or accreditation upon request.

Section. 5.14. Publications. Any publications produced or projects undertaken with funds from this Agreement shall display the following language: "This project [is being] [was] supported, in whole or in part, by funds federal

awarded to the City of West Haven, Connecticut by the U.S. Department of the Treasury under the American Rescue Pan Act of 2021.”

Section 5.15. Program for Enhancement of Contractor Employee Protections. Subrecipient is hereby notified that it is required to inform its employees working on any federal award that they are subject to the whistleblower rights and remedies of the program; inform its employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a contractor or subgrantee of Subrecipient.

Section 5.16. Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment. Pursuant to 2 C.F.R. 200.216, Subrecipient shall not obligate or expend funds received under this Subaward to: (1) procure or obtain; (2) extend or renew a contract to procure or obtain; or (3) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services (as described in Public Law 115-232, section 889) as a substantial or essential component of any system, or as a critical technology as part of any system.

Section 5.17. Use of Name. Neither party to this Agreement shall use the other party’s name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Agreement for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

Section 5.18. Highest Compensated Officers. The names and total compensation of the five (5) most highly compensated officers of Subrecipient shall be listed if the Subrecipient in the preceding fiscal year received eighty percent (80%) or more of its annual gross revenues in Federal awards; and Twenty Five Million Dollars (\$25,000,000) or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1) Code of 1986. If this requirement applies to Subrecipient, Subrecipient will submit the list of its five (5) most highly compensated officers to the City within thirty (30) days of the execution of this Agreement and yearly thereafter during the Agreement Term.

Section 5.19. Statement of Assurances. Subrecipient certifies compliance with SF 424B (Statement of Assurances – Non-Construction) and SF424D (Statement of Assurances – Construction), as applicable.

Section 5.20. Drug-free Workplace Requirements. Subrecipient shall comply with the U.S. Department of the Treasury’s policy implementing 2 C.F.R. 182.

Section 5.21. Stevens Amendments Requirements. Subrecipient shall identify that federal assistance funds were used to fund Approved Activities under this Agreement in any publicity and /or signage relating to the funded project or program.

Section 5.22. Build America, Buy America. Buy American. Any and all procurements for construction services, goods or materials shall comply with the federal government’s “Build America, Buy America” requirements and “Buy American” requirements, if and to the extent applicable to the Approved Activities or any portion thereof.

Article VI. Cooperation in Monitoring and Evaluation.

Section. 6.1. City Responsibilities. The City shall serve as fiscal agent for disbursements for Approved Activities and shall monitor, evaluate, and provide guidance and direction to Subrecipient in the conduct of Approved Activities performed under this Agreement. The City must determine whether Subrecipient has incurred costs and expenses in accordance with applicable laws, regulations, including the federal audit requirements and agreements and shall monitor the activities of Subrecipient to ensure that Subrecipient has met such requirements. Subrecipient shall take corrective action as soon as possible to remedy any and all deficiencies found by the City and notified to Subrecipient.

Subrecipient shall fully cooperate with, and shall provide as soon as reasonably practicable, all information, agreements and documents required by the City in connection with the City's monitoring and evaluation of Subrecipient's performance under this Agreement.

Section. 6.2. Subrecipient Responsibilities.

- (a) **Cooperation with City Oversight.** Subrecipient shall permit the City to carry out monitoring and evaluation activities, including any performance measurement system required by applicable law, regulation, funding sources guidelines or by the terms and conditions of this Agreement, and Subrecipient agrees to ensure the cooperation of its agents, employees and board members in such monitoring and evaluation efforts. This provision shall survive after the Expiration Date or prior termination of this Agreement for so long as is necessary to fulfill the intent hereof.
- (b) **Cooperation with Audits.** Subrecipient shall cooperate fully with any reviews or audits of the activities under this Agreement by authorized representatives of the City, the State of Connecticut, the U.S. Department of Treasury, and the U.S. Government Accountability Office. Subrecipient agrees to ensure the cooperation of its agents, employees, and board members in any such reviews and audits. This provision shall survive after the Expiration Date or prior termination of this Agreement for so long as is necessary to fulfill the intent hereof.

Section 6.3. Interventions. If the City determines that Subrecipient is not in compliance with this Agreement, the City may initiate an intervention, in accordance with 2 C.F.R. 200.208 and 2 C.F.R. 200.339. The degree of Subrecipient's performance or compliance deficiency will determine the degree of intervention. All possible interventions are listed below and will depend on the degree of deficiency in Subrecipient's performance or compliance deficiency.

If the City determines that an intervention is warranted, it shall provide written notice to Subrecipient of the intervention within thirty (30) days of the completion of a report review, desk review, onsite review, audit review, or procedures engagement review or as soon as possible after the City otherwise learns of a compliance or performance deficiency related to the execution of this Agreement. The written notice shall notify Subrecipient of the following related to the intervention:

- (1) The nature of the additional requirements;
- (2) The reason why the additional requirements are being imposed;
- (3) The nature of the action needed to remove the additional requirement, if applicable;
- (4) The time allowed for completing the actions if applicable; and
- (5) The method for requesting reconsideration of the additional requirements imposed.

The City may impose the following interventions on Subrecipient, based on the level of the compliance or performance deficiency that the City determines:

Level 1 Interventions. These interventions may be required for minor compliance or performance issues.

- (1) Subrecipient addresses specific internal control, documentation, financial management, compliance, or performance issues within a specified time period;
- (2) More frequent or more thorough reporting by the Subrecipient;
- (3) More frequent monitoring by the City; and/or
- (4) Required Subrecipient technical assistance or training.

Level 2 Interventions. These interventions may be required for more serious compliance or performance issues.

- (1) Restrictions on funding disbursement requests by Subrecipient;
- (2) Disallowing disbursements on behalf of Subrecipient;
- (3) Requiring repayment for disallowed cost items; and/or
- (4) Imposing probationary status on Subrecipient.

Level 3 Interventions. These interventions may be required for significant and/or persistent compliance or performance issues.

- (1) Temporary or indefinite funding suspension to Subrecipient;
- (2) Nonrenewal of funding to Subrecipient in subsequent year;
- (3) Terminating funding to Subrecipient in the current year; and/or
- (4) Initiating legal action against Subrecipient.

Interventions will remain in place until the underlying performance or compliance deficiency is addressed to the satisfaction of the City in its sole and exclusive discretion until the Expiration Date or prior termination of this Agreement, except for requiring repayment for disallowed cost items and/or initiating legal action against the Subrecipient, which may be done after the Expiration Date or prior termination of this Agreement.

Section 6.4. Records Retention and Access. Subrecipient shall maintain all records, books, papers and other documents related to its performance of Approved Activities under this Agreement (including without limitation personnel, property, financial and medical records) for a period of at least (a) five (5) years after receipt of the final payment under this Agreement, or (b) five (5) years after the audit pertaining to this Agreement (if any), whichever is later, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Agreement. Subrecipient shall make all records, books, papers and other documents that relate to this Agreement available at all reasonable times for inspection, review and audit by the authorized representatives of the City, State of Connecticut, the U.S. Department of Treasury, the U.S. Government Accountability Office, and any other authorized state or federal oversight office. Subrecipient also shall allow the City, the State of Connecticut, the U.S. Department of Treasury, the U.S. Government Accountability Office, and any other state or federal oversight office, at reasonable times, after reasonable notice, to access and inspect all premises at which activities funded under this Agreement are performed.

Section 6.5. Key Personnel. Subrecipient shall identify all personnel who will be involved in performing Approved Activities and otherwise administering this Agreement, including at least one project manager and one fiscal officer ("Key Personnel"). Subrecipient shall notify the City of any changes to these personnel within ten (10) days of the change. Key personnel names, titles, and contact information are listed in Exhibit E (Key Personnel). The City, in its sole and exclusive discretion, from time to time, may require Subrecipient to change Key Personnel, which changes must be acceptable to the City in its sole and exclusive discretion. Subrecipient shall implement such changes as soon as reasonably practicable.

Section 6.6. Risk Assessment, Specific Conditions and Remedies. The City has conducted or will conduct a risk assessment as required by 2 C.F.R. §200.332(b) and has determined or will determine the Subrecipient's level of risk as low, moderate, or high. Risk assessments may be repeated throughout the project period after scheduled reports, audits, unanticipated issues, or other adverse circumstances that may arise. If the level of risk evaluated is moderate or high, the City will require specific conditions (2 C.F.R. §200.208), including but not limited to: correction of prior audit findings, monthly reporting, prior approvals for funding, or other specific condition until the Subrecipient is eligible for a low risk rating, at which time the specific condition(s) will be removed and the Subrecipient notified. In the event of noncompliance or failure to perform, the City has the authority to apply remedies, as defined in the uniform guidance (2 C.F.R. §200.339), including but not limited to, temporarily withholding payments, disallowances, suspension or termination of the federal award, suspension of other federal awards received by the Subrecipient, debarment or other remedies including civil and/or criminal penalties, as appropriate (§200.332(h)). The City will also consider whether monitoring the results of the Subrecipient necessitate adjustments to its own record (see 2 C.F.R. §200.332(g)).

Article VII. Default and Termination.

Section. 7.1. Termination for Cause. Either party may terminate this Agreement for cause after three (3) days' prior written notice. Without limitation, cause may include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, or failure to comply with any of the requirements of this Agreement.

Sec. 7.2. Termination Without Cause. Either party may terminate this Agreement for any reason or for no reason, in its sole and exclusive discretion, by providing the other party with thirty (30) days' prior written notice.

Sec. 7.3. Termination by Mutual Agreement. The City and Subrecipient may agree to terminate this Agreement for their mutual convenience through a written amendment to this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

Sec. 7.4. Termination Procedures. If this Agreement is terminated, Subrecipient may not incur new obligations for the terminated portion of the Agreement after Subrecipient has received the notification of termination. Subrecipient must cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. Subrecipient shall not be relieved of liability to the City because of any breach of this Agreement by Subrecipient. To the extent not prohibited by law, the City may withhold payments to Subrecipient for the purpose of set-off until the exact amount of damages due the City from Subrecipient is determined.

Article VIII. General Conditions.

Section. 8.1. Indemnification. To the extent permitted by law, Subrecipient shall be responsible for and shall indemnify and shall defend and hold the City and its employees, officers and agents (each, an "Indemnified Person") harmless from any and all costs and expenses, including, without limitation, all costs, fees (including, without limitation, attorneys' fees), expenses, losses, liabilities, fines, penalties, damages, claims, demands, judgments, awards, obligations, actions, or proceedings arising out of or related to Subrecipient's acts or omissions (except to the extent arising out of the City's negligence or willful misconduct), as well as breach of Subrecipient's representations, warranties, covenants and other obligations under this Agreement. Subrecipient's obligations under this Section 8.1 shall apply irrespective of the date of the assertion of any claim against an Indemnified Person and/or whether the Indemnified Person suffers or incurs any loss or liability before or after the Expiration Date or prior termination of this Agreement. The provisions of this Section 8.1 shall survive after the Expiration Date or prior termination of this Agreement for so long as is necessary to fulfill the intent hereof.

Section. 8.2. Insurance. Subrecipient shall maintain insurance coverages in accordance with the requirements set forth in Exhibit F (Insurance Requirements).

Section. 8.3. Governing Law, Venue and Jurisdiction. The City and Subrecipient agree that they executed and shall perform this Agreement in the State of Connecticut. This Agreement will be governed by and construed in accordance with the laws of the State of Connecticut without regard to its principles governing conflicts of laws. The exclusive forum and venue for all actions arising out of this Agreement is the Superior Court of the State of Connecticut located in New Haven, Connecticut. Such actions may not be commenced in, nor removed to, federal court unless required by law. If so required, exclusive federal jurisdiction shall lie in the federal District Court for the District of Connecticut located in New Haven, Connecticut. Neither party may object to such jurisdiction and venue, including without limitation, based upon any claim that any such court constitutes an inconvenient forum.

Section. 8.4. Nonwaiver. No action or failure to act by the City constitutes a waiver of any of its rights or remedies that arise out of this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach of this Agreement, except as specifically agreed in writing. Any waiver by the City on one occasion shall not constitute a waiver of future non-compliance, except to the extent specifically stated in writing by the City.

Section. 8.5. Limitation of City Authority. Nothing contained in this Agreement may be deemed or construed to in any way stop, limit, or impair the City from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

Section. 8.6. Severability. If any provision of this Agreement is determined to be unenforceable in a judicial proceeding, the remainder of this Agreement will remain in full force and effect to the extent permitted by law.

Section. 8.7. Assignment. Subrecipient may not assign any of its rights or delegate any of its duties under this Agreement without the City's prior written consent, which consent may be granted or withheld in the City's sole and exclusive discretion. Unless the City otherwise agrees in writing, Subrecipient and all permitted assigns are subject to all the City's defenses and are liable for all of Subrecipient's duties that arise from this Agreement, and all of the City's claims that arise from this Agreement.

Section. 8.8. Integration. This Agreement contains the entire agreement between the parties pertaining to the subject matter of this Agreement. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed, or implied, between the parties, other than as set forth or referenced in this Agreement.

Section. 8.9. Notices. All notices and other communications required or permitted by this Agreement must be in writing and must be given either by personal delivery, approved carrier, email, or mail, addressed as follows:

(a) If to the City:

Ken Carney, Chair
ARPA Committee
City of West Haven
355 Main St.
West Haven, CT 06516
203-530-0006
KenCarney@whschools.org

(b) If to the Subrecipient:

James P. O'Brien 366 Elm St WH CT 06516

Either party may change its contact information from time to time by notice to the party in accordance with the provisions of this Section 8.9.

Section 8.10. Due authorization. Subrecipient represents and warrants to the City that its entering into this Agreement and the performance of its obligations under this Agreement have been duly authorized by necessary corporate action of Subrecipient and that all of its obligations under this Agreement constitute legal, valid and binding obligations of Subrecipient, enforceable in accordance with their respective terms. Subrecipient further represents and warrants that there is no other agreement, instrument or document that prevents or interferes with Subrecipient's entering into and performing its obligations under this Agreement or that would be violated by Subrecipient's entering into and performing its obligations under this Agreement.

Section 8.11. Headings and captions. Headings and captions to the articles and sections of this Agreement are for convenience only and shall form no part of this Agreement.

Section 8.12. Conditions Precedent. In addition to the condition precedent set forth in Exhibit F regarding insurance, the following are conditions precedent to the effectiveness of this Agreement:

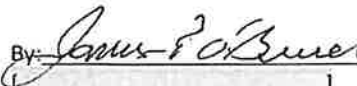
- (a) A W-9 form executed and delivered by Subrecipient to the City that is acceptable to the City in its sole and exclusive discretion;
- (b) A Disclosure and Certification Affidavit executed and delivered by Subrecipient to the City with information that is acceptable to the City in its sole and exclusive discretion. Each invoice by the Subrecipient to the City shall include a certification that the information contained in Subrecipient's Disclosure and Certification Affidavit executed in connection with entering into this Agreement remains true and correct in all material respects; and
- (c) Evidence of due authorization referenced in Section 8.10 satisfactory to the City in its sole and exclusive discretion.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective authorized signatories and is effective as of the Effective Date.

City of West Haven

Center Fire District

By: _____
Dorinda Borer
Its Mayor

By: 
Its [02/22/2024]

Approved as to form:

Mark J. Malaspina
Carmody Torrance Sandak & Hennessey LLP

Exhibit A: Subaward Data

Subrecipient Name	Center Fire District
Subrecipient Unique Entity Identifier:	[06-0863915]
Federal Award Date of Award to the Recipient by the Federal Agency:	March 3, 2021
Subaward Period of Performance Start Date:	December 18, 2023
Subaward Period of Performance End Date:	March 15, 2025
Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to the Subrecipient:	\$1,025,000.00
Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Obligation:	\$1,025,000.00
Total Amount of the Federal Award Committed to the Subrecipient by the Pass-Through Entity:	\$1,025,000.00
Federal Award Project Description:	Fire Station Improvements
Name of Federal Awarding Agency:	Department of the Treasury
Name of Pass-Through Entity:	City of West Haven, Connecticut
Contact Information for City Authorizing Official:	Ken Carney, Chair ARPA Committee City of West Haven 355 Main St. West Haven, CT 06516 203-530-0006 KenCarney@whschools.org or his designee by notice in accordance with the provisions of Section 8.9 of this Agreement
Contact Information for City Project Manager:	Ken Carney, Chair ARPA Committee City of West Haven 355 Main St. West Haven, CT 06516 203-530-0006 KenCarney@whschools.org or his designee by notice in accordance with the provisions of Section 8.9 of this Agreement
CFDA Number and Name:	21.027 – Coronavirus State and Local Fiscal Recovery Funds
Identification of Whether Subaward is R&D:	No
Subrecipient Indirect Costs:	See Exhibit C – Approved Budget

Exhibit B: Approved Activities

The funds will be used to acquire two properties neighboring Subrecipient's existing firehouse.

Exhibit C: Approved Budget

Consult the applicable ARPA/CSLFRF Final Rule for specific directives and limitations on cost items.

REVENUES			Total Revenue
City of West Haven Coronavirus State and Local Fiscal Recovery Funds Awarded		\$	
Budget Cost Categories		OMB Uniform Guidance Federal Awards Reference 2 C.F.R. 200	Total Expenditures
1.	Personnel (Salary and Wages)		\$
2.	Fringe Benefits		\$
3.	Travel		\$
4.	Equipment		\$
5.	Supplies		\$
6.	Contractual Services and Subawards		\$
7.	Consultant (Professional Service)		\$
8.	Construction		\$
9.	Occupancy (Rent and Utilities)		\$
10.	Research and Development (R&D)		\$
11.	Telecommunications		\$
12.	Training and Education		\$
13.	Direct Administrative Costs		\$
14.	Miscellaneous Costs		\$
a.	Advertising and public relations costs		
b.	Materials and supplies costs, including costs of computing devices		
15.	Property Acquisitions		\$ 1,025,000.00
16.	<i>Add additional cost items as needed</i>		
17.	Total Direct Costs (add lines 1-16)		\$
18.	Total Indirect Costs		
	Rate %:		\$
	Base*:		
19.	Total Costs Federal Grant Funds (Lines 17 and 18)		\$
MUST EQUAL REVENUE TOTALS ABOVE			

* The Base is modified direct total costs (MTDC) of the subaward project. Pursuant to 2 C.F.R. 200.68, MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the coignizant agency for indirect costs.

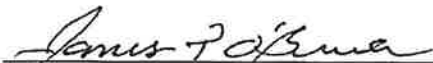
Exhibit D: Lobbying Certification

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than Ten Thousand Dollars (\$10,000) and not more than One Hundred Thousand Dollars (\$100,000) for each such failure.

Center Fire District



By:

Its: [02/22/2024]

Date

Exhibit E: Key Personnel

CITY INFORMATION	
Administrative Address:	
Invoice Address:	
Project Manager Name:	
Project Manager Title:	
Project Manager Email:	
Project Manager Phone:	
Fiscal Officer Name:	
Fiscal Officer Title:	
Fiscal Officer Email:	
Fiscal Officer Telephone:	
SUBRECIPIENT INFORMATION	
Administrative Address:	
Invoice Address:	
Project Manager Name:	
Project Manager Title:	
Project Manager Email:	
Project Manager Telephone:	
Fiscal Officer Name:	Mike ZIBAK (2150K)
Fiscal Officer Title:	
Fiscal Officer Email:	M.2150K@westhavenfiredept.com
Fiscal Officer Telephone:	203.937.3710

EXHIBIT F

INSURANCE REQUIREMENTS

As a condition precedent to the effectiveness of this Agreement, Subrecipient (referred to hereinafter as the "Contractor") shall deliver to the City of West Haven (referred to hereinafter as the "City") a valid and currently dated Certificate of Insurance (COI).

The insurance coverage carried by the Contractor must be placed with and written by an insurance company admitted to do business in the State of Connecticut, and with a rating of A- or better by A.M. Best.

The insurance coverages carried by the Contractor (shown below) shall apply regardless of whether the operations, actions, derelictions or failures to act, from which any claim arises, are attributable to the Contractor, a subcontractor, a sub-subcontractor, or any consultant, officer, agent, employee or anyone directly or indirectly employed by any of them, including anyone for whose acts any of the aforementioned may be liable by operation of statute, government regulation or applicable state law. Failure of Contractor to provide a Certificate of Insurance shall in no way limit or relieve Contractor of its duties and responsibilities in this Agreement. All policies of insurance shall be written on an occurrence basis.

At a minimum, the COI shall indicate that the following coverages and limits are in place:

1. **Commercial General Liability: Minimum Limits Required:**

- \$2,000,000 General Aggregate
- \$2,000,000 Producers/Completed Operations Aggregate
- \$1,000,000 Each Occurrence
- \$1,000,000 Personal and Advertising Injury
- \$100,000 Fire Damage – Any One Fire
- \$5,000 Medical Expense – Any One Person

- The City (and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions) will be included as **Additional Insureds** (collectively, the "Additional Insureds" and individually, an "Additional Insured") onto the CGL policy carried by the Contractor. The Additional Insured coverage shall apply on a **primary and non-contributory basis** and include **completed operations coverages**.

- The CGL policy carried by the Contractor shall contain a **Waiver of Subrogation** clause and the Contractor hereby agrees to waive the Contractor's right of recovery against the Additional Insureds.

2. **Business Auto / Commercial Auto Insurance – Minimum Limits required:**

- \$1,000,000 Liability
- The Additional Insureds will be included as **Additional Insureds** on the Commercial Auto/ Business Auto policy carried by the Contractor.
- The Business Auto/Commercial Auto policy carried by the Contractor shall contain a **Waiver of Subrogation** clause and the Contractor hereby agrees to waive the Contractor's right of recovery against the Additional Insureds.

3. **Workers Compensation/Employers Liability Insurance:**

- Coverages and limits as required by law Connecticut State law

- Employer's Liability Limits:
- \$500,000 each accident
- \$500,000 aggregate for injury by disease
- \$500,000 each employee for injury by disease
- The Workers' Compensation/Employers Liability policy carried by the Contractor shall contain a Waiver of Subrogation clause and the Contractor hereby agrees to waive the Contractor's right of recovery against the Additional Insureds.

4. Professional Liability Insurance Minimum Limits required (applicable only if Contractor performs professional services):

- \$2,000,000 per occurrence
- \$3,000,000 aggregate

5. Umbrella Liability/Excess Liability: Minimum Limits required (required only if the Contractor is performing professional services):

- \$5,000,000 Each Occurrence
- \$5,000,000 General Aggregate
- Policy will provide excess coverage over the CGL, Business Auto and Workers Compensation/Employer Liability policies carried by the Contractor.
- The Umbrella/Excess Liability policy carried by the Contractor shall contain a Waiver of Subrogation clause and the Contractor hereby agrees to waive the Contractor's right of recovery against the Additional Insureds.

No Limitation on Liability

With regard to any/all claims made against any Additional Insured by any employee of the Contractor, any subcontractor or anyone directly or indirectly employed by the Contractor or any subcontractor, or anyone for whose acts the Contractor or any subcontractor might be liable, the indemnification obligation shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation acts, disability benefits acts or other employee benefit acts.

Cancellation, Renewal and Modification

The Contractor shall maintain in effect all Insurance coverages required under this Agreement at the Contractor's sole expense and with insurance companies acceptable to the City. The policies shall contain a provision that the coverage will not be cancelled or non-renewed until at least thirty (30) days' prior written notice has been given to the City.



Office of the Finance Director

City of West Haven
355 Main Street
West Haven, Connecticut 06516

MARB Contract Form

Contract Name	SEWER AND MANHOLE REHABILITATION CONSTRUCTION				
City Agency	Engineering				
Vendor Utilized	National Water Main Cleaning Co.				
Address	25 Marshall Street				
City, State, Zip	Canton, MA 02021				
Procurement Process	<input checked="" type="checkbox"/> Bid/RFP [2024-05] <input type="checkbox"/> State Contract [Enter State Contract Number] <input type="checkbox"/> Cooperative Agreement [Enter Source Name and Contract No] <input type="checkbox"/> Sole Source <input type="checkbox"/> Other Source []				
No of Bid/RFP Respondents	3 Insituform \$860,065.40 National Water Main Cleaning co \$808,665 Grean Mountain Pipeline \$956,450				
Quote No('s) if applicable					
Source of Funds	Clean Water Fund Grant 20% & Clean Water Fund Loan 80%				
Quantity	1.0	Price Per:	\$0.00	Total Price	\$808,665
Purpose of Transaction (Please give a detailed explanation for the purpose of the transaction. This should not be one / two sentences.	Sewer and manhole rehabilitation construction for Dawson Avenue. This contract has been reviewed and approved by CT. DEEP for award.				
Department Submission [Name and Title]	Abdul Quadir, City Engineer				
Finance Review and Submission [Name and Title]	Kathy Chambers, MBA, MPA, Senior Buyer, Procurement Analyst Michael Gormany, Finance Director				



City of West Haven Finance Department

355 Main Street, 3rd Floor

West Haven, CT 06516

Phone: (203) 937-3620

Circle One:

BID

RFP

RFI

RFO

2024 MAR 26 PM 9:12

Project ID#:

2024-05

Project Name:

Dawson Ave #4
Sewer

Date:

03-26-2024

Organization/Individual:

National Water Main
Cleaning Co.

Authorized Signature:

Kevin Aguiar

Printed Name:

Kevin Aguiar

Please retain this receipt for your records

SECTION 004113 - BID FORM

BID FORM
TO
CITY OF WEST HAVEN, CT

DAWSON AVENUE AREA CONTRACT 4
SEWER AND MANHOLE REHABILITATION CONSTRUCTION

CONTRACT NO. 2024-05

The undersigned declares that the only persons or parties interested in this Bid as principals are as stated; that the Bid is made without any collusion with other persons, firms, or corporations; that all the Contract Documents as prepared by CDM Smith, 101 East River Drive, Suite 1A, East Hartford, Connecticut 06108 and dated February 2024 have been carefully examined; that the undersigned is fully informed in regard to all conditions pertaining to the Work and the place where it is to be done, and from them the undersigned makes this Bid. These prices shall cover all expenses incurred in performing the Work required under the Contract Documents, of which this Bid Form is a part.

If a Notice of Award accompanied by at least three unsigned copies of the Agreement and all other applicable Contract Documents is delivered to the undersigned within 120 days, excluding Saturdays, Sundays, and legal holidays, after the actual date of the opening of the Bids, the undersigned will within five days, excluding Saturdays, Sundays, and legal holidays, after the date of receipt of such notification, execute and return all copies of the Agreement and all other applicable Contract Documents to OWNER. The premiums for all Bonds required shall be paid by CONTRACTOR and shall be included in the Contract Price. The undersigned Bidder further agrees that the Bid Security accompanying this Bid shall become the property of OWNER if the Bidder fails to execute the Agreement as stated above.

The undersigned hereby agrees that the Contract Time shall commence 20 days following the Effective Date of the Agreement and to fully complete the Work within 160 Calendar Days and in accordance with the terms as stated in the Agreement. Active construction shall be limited to 90 Consecutive Calendar Days. The undersigned further agrees to pay OWNER, as liquidated damages, \$1,500 per day for each calendar day beyond the Contract Time Limit or extension thereof that the Work remains incomplete, in accordance with the terms of the Agreement.

The undersigned acknowledges receipt of addenda numbered:

1

In accordance with the above understanding, the undersigned proposes to perform the Work, furnish all materials and complete the Work in its entirety in the manner and under the conditions required at the prices listed as follows:

Bid Item No.	Bid Item Description and UNIT PRICE (in words and figures)	Unit Measure	Engineer's Estimated Quantity	TOTAL PRICE (in figures)
1a	<p>Furnish and Install 8-inch Cured-In-Place Pipe Liner of Existing Sewer, including pre and post television inspection, preparatory cleaning, and bypass pumping, the "Per Linear Foot" price of:</p> <p>_____</p> <p><u>Forty</u> dollars and _____ <u>zero</u> cents (\$ <u>40.</u>⁰⁰ _____).</p>	LF	3,900	\$ <u>156,000.</u> ⁰⁰
1b	<p>Point Repair of Existing 8-inch Sanitary Sewer at All Depths, including up to 10 linear feet of pipe, the "Per Each" price of:</p> <p><u>thirteen thousand seven hundred fifty</u> dollars and _____ <u>zero</u> cents (\$ <u>13,750.</u>⁰⁰ _____).</p>	EA	18	\$ <u>247,500.</u> ⁰⁰
1c	<p>Point Repair of Existing 8-inch Sanitary Sewer at All Depths, beyond 10 linear feet of pipe as specific in Item 1b, the "Per Linear Foot" price of:</p> <p><u>Four hundred</u> dollars and _____ <u>zero</u> cents (\$ <u>400.</u>⁰⁰ _____).</p>	LF	40	\$ <u>16,000.</u> ⁰⁰
1d	<p>Removal of Existing Protruding Taps, the "Per Each" price of: _____</p> <p><u>one hundred fifty</u> dollars and _____ <u>zero</u> cents (\$ <u>150.</u>⁰⁰ _____).</p>	EA	9	\$ <u>1,350.</u> ⁰⁰
1e	<p>Reinstate Active Service Connections after CIPP Lining, the "Per Each" price of:</p> <p>_____</p> <p><u>three hundred</u> dollars and _____ <u>zero</u> cents (\$ <u>300.</u>⁰⁰ _____).</p>	EA	87	\$ <u>26,100.</u> ⁰⁰
1f	<p>Grout Active Service Connections after CIPP Lining and reinstatement, the "Per Each" price of: _____</p> <p><u>one hundred twenty five</u> dollars and _____ <u>zero</u> cents (\$ <u>125.</u>⁰⁰ _____).</p>	EA	87	\$ <u>10,875.</u> ⁰⁰

Bid Item No.	Bid Item Description and UNIT PRICE (in words and figures)	Unit Measure	Engineer's Estimated Quantity	TOTAL PRICE (in figures)
1g	Grout Compound to Reinstate Active Service Connections beyond minimum 7 gallons after CIPP Lining, the "Per Gallon" price of _____ <u>one</u> dollars and <u>zero</u> cents (\$ <u>1.00</u>).	Gallons	180	\$ <u>180.00</u>
1h	Furnish and Install Full Wrap Top Hat, the "Per Each" price of: <u>three thousand</u> dollars and <u>zero</u> cents (\$ <u>3000.00</u>).	EA	3 (token)	\$ <u>9000.00</u>
2a	Clean, Repair and Install Monolithic Lining in existing manholes including all prep work and root removal, the "Per Vertical Foot" price of: _____ <u>two hundred thirty</u> dollars and <u>zero</u> cents (\$ <u>230.00</u>).	VF	500	\$ <u>115,000.00</u>
2b	Raise Buried Manhole Frame and Cover to Grade, the "Per Each" price of _____ <u>one thousand eight hundred</u> dollars and <u>zero</u> cents (\$ <u>1800.00</u>).	EA	4	\$ <u>7200.00</u>
2c	Remove Existing Manhole Frame and Cover and Replace with Standard Frame and Cover, the "Per Each" price of _____ <u>one thousand eight hundred</u> dollars and <u>zero</u> cents (\$ <u>1800.00</u>).	EA	30	\$ <u>54000.00</u>
2d	Rebuild Chimney, the "Per Each" price of: _____ <u>one thousand eight hundred</u> dollars and <u>zero</u> cents (\$ <u>1800.00</u>).	EA	4	\$ <u>7200.00</u>
2e	Rebuild Bench and Channel, the "Per Each" price of: _____ <u>one thousand five hundred</u> dollars and <u>zero</u> cents (\$ <u>1500.00</u>).	EA	4	\$ <u>6000.00</u>

Bid Item No.	Bid Item Description and UNIT PRICE (in words and figures)	Unit Measure	Engineer's Estimated Quantity	TOTAL PRICE (in figures)
2f	Furnish and Install Internal Drop Connection , the "Per Each" price of: <u>two thousand</u> dollars and <u>zero</u> cents (\$ <u>2000.</u> ⁰⁰).	EA	1	\$ <u>2000.</u> ⁰⁰
3a	Policing , the "Allowance Price" of \$120,000 dollars and zero cents	Allowance	1	\$120,000
3b	Remove Existing Fill and Replace with New Common Fill Material , the "Per Cubic Yard" price of: <u>Forty Five</u> dollars and <u>zero</u> cents (\$ <u>45.</u> ⁰⁰).	CY	100	\$ <u>4500.</u> ⁰⁰
3c	Permanent Paving for Local Roads , the "Per Square Yard" price of: <u>Forty</u> dollars and <u>zero</u> cents (\$ <u>40.</u> ⁰⁰).	SY	130	\$ <u>5200.</u> ⁰⁰
3d	Permanent Paving for State Roads , the "Per Square Yard" price of: <u>One</u> dollars and <u>zero</u> cents (\$ <u>1.</u> ⁰⁰).	SY	310	\$ <u>310.</u> ⁰⁰
3e	Miscellaneous Work and Cleanup , the "Lump Sum" price of: <u>two hundred fifty</u> dollars and <u>zero</u> cents (\$ <u>250.</u> ⁰⁰).	LS	1	\$ <u>250.</u> ⁰⁰
3f	Mobilization (not to exceed 5% of the total bid price), the "Lump Sum" price of: <u>twenty thousand</u> dollars and <u>zero</u> cents (\$ <u>20000.</u> ⁰⁰).	LS	1	\$ <u>20000.</u> ⁰⁰

for the **Total Bid Price** of \$ 808,665.⁰⁰

eight hundred eight thousand six hundred sixty five dollars and zero cents
amount in words

The undersigned shall submit with the bid form; the names and residences for the proposed main-line Cured-In-Place Pipe lining (CIPP) & Cementitious Monolithic Lining (CMML) companies, including the relevant experience of contractors and any sub-contractors. See specification sections 330130.72 and 330130.81 respectively for additional submittal requirements.

All Cured-In Place Pipe Lining and Cementitious Monolithic Lining will be performed by National Water Main Cleaning Co.

The undersigned agrees that extra work, if any, will be performed and will be paid for in accordance with Article 11 of the Conditions of the Contract.

Amounts shall be shown in both words and figures, where indicated. In case of discrepancy, the amount shown in words will govern.

The above prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance and incidentals required to complete the Work.

The names and residences of all persons and parties interested in the foregoing Bid as principals are as follows:

(Give first and last names in full. In the case of a corporation, see Article 8.3 of the Instructions to Bidders, in the case of a limited liability company [LLC], see Article 8.4 of the Instructions to Bidders, in the case of a partnership, see Article 8.5 of the Instructions to Bidders.)

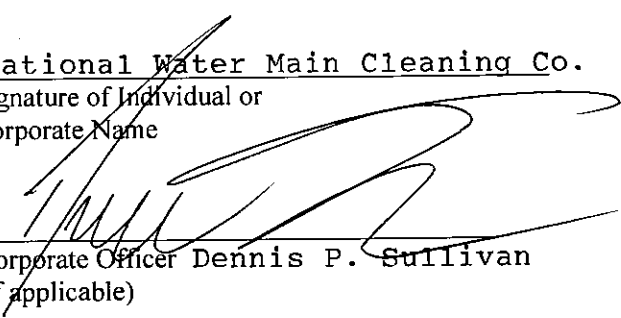
See Attached

The undersigned hereby certifies that he/she is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work.

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

22-1753261
Social Security Number
or Federal Identification
Number

National Water Main Cleaning Co.
Signature of Individual or
Corporate Name

By: 
Corporate Officer Dennis P. Sullivan
(if applicable)

Notice of acceptance should be mailed, faxed, or delivered to the following:

Dennis P. Sullivan
(Name)

By: Executive Vice President
(Title)

25 Marshall Street
(Business Address)

Canton, MA 02021
(City and State)

Date March 22, 2024

Incorporated in New Jersey

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

END OF SECTION 004113

VENDOR BACKGROUND DATA

COMPANY INFORMATION

NAME National Water Main Cleaning Co.

ADDRESS 25 Marshall Street Canton, MA 02021
STREET CITY STATE ZIP CODE

PHONE NO. 781-828-0863 FAX NO. 781-828-2473

NAME OF PRINCIPALS

PRESIDENT See Attached

VICE PRESIDENT _____

SECRETARY _____

TREASURER _____

NO. OF EMPLOYEES 324 YEARS IN BUSINESS 59 years

WHEN ORGANIZED July 1964 WHEN INCORPORATED July 1964

HAVE YOU EVER FAILED TO COMPLETE A CONTRACT? YBS _____ NO XX

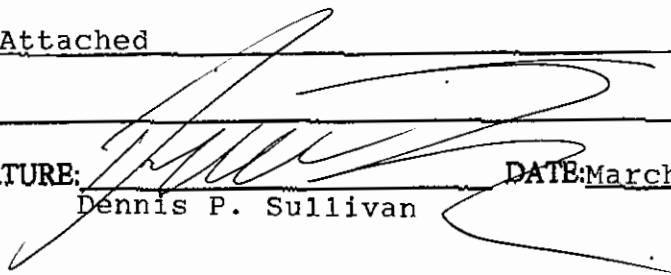
IF YBS PLEASE EXPLAIN _____

REFERENCES:

COMPANY	CONTACT	PHONE NO.
<u>See Attached</u>		

OTHER MUNICIPAL CONTRACTS:

CITY	YEAR	CONTACT	PHONE NO.
<u>See Attached</u>			

SIGNATURE:  DATE: March 22, 2024
Dennis P. Sullivan

**VENDOR CERTIFICATION AND AFFIDAVIT
OF NO REAL OR PERSONAL PROPERTY TAXES OWED
BY BIDDER FOR CONTRACT(S) TO
THE CITY OF WEST HAVEN**

STATE OF)
Massachusetts)
COUNTY OF)
Norfolk

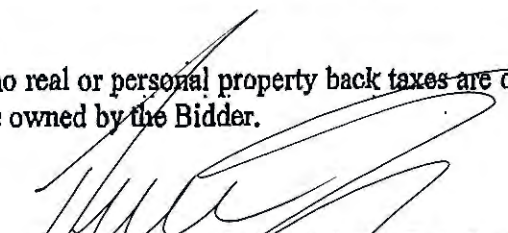
SS:

Personally appeared, Dennis P. Sullivan, as

Executive Vice President on behalf of National Water Main Cleaning Co.
(Indicate position or office with bidder)


_____ (hereinafter called the "Bidder") and, who, being duly
sworn, deposes and says:

1. I am over 18 years of age and know the obligations of an oath.
2. I am making this affidavit of my own personal knowledge, and it is true and Correct and made under penalty of perjury.
3. I make this certification pursuant to Section 42-8 B (1) (j) of the Ordinances of the City of West Haven.
4. I hereby certify and attest that no real or personal property back taxes are owed to the City of West Haven on any property that is owned by the Bidder.

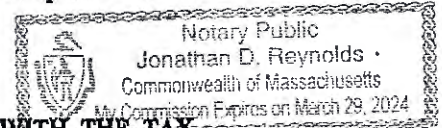


Dennis P. Sullivan
Duly Authorized

Subscribed and sworn to before me on this 22 day of March 2002



Notary Public/ Commissioner of the Superior Court
My Commission expires:
Affix Seal here



NOTICE: THE FINANCE DEPARTMENT RESERVES THE RIGHT TO VERIFY WITH THE TAX COLLECTOR THAT SUCH TAXES ARE NOT OWED, THIS RIGHT DOES NOT WAIVE OR REMOVE THE RESPONSIBILITY AND OBLIGATION OF THE PARTY MAKING THIS CERTIFICATION FROM THE DUTY OF VERIFYING THAT SUCH FACTS ARE TRUE OR REPRESENTATIONS MADE HEREUNDER.

Clean Water Fund Memorandum (2019-003)

Disadvantaged Business Enterprise (DBE) Subcontractor Participation on Clean Water Fund (CWF) Projects for Construction Projects

I. PURPOSE

The municipality, through its prime contractor must make specified good faith efforts to attain the DBE goals as specified in this document in Section III. This is an administrative condition of the U.S. Environmental Protection Agency (EPA) Grant which funds CWF projects.

This memorandum supersedes the **Clean Water Fund Memorandum (2016-003)**

II. GOVERNING STATUTE OR REGULATION

General Compliance (Federal), 40 CFR, Part 33: The municipality, through its prime contractor must comply with the requirements of EPA's Program for Utilization of DBEs.

III. EPA REQUIREMENTS

The following clause shall be included in all construction contract documents and amendments for goods and services to be funded under the CWF:

The requirement for DBE subcontractor participation, expressed as a percentage of the total eligible contract amount, shall be a minimum of 8.0 percent with the following makeup:

Minority Business Enterprise (MBE): 3.0 percent
Woman Business Enterprise (WBE): 5.0 percent

Failure to meet or exceed the required percentage or submit acceptable documentation of the six good faith efforts may render a bid non-responsive and may cause the bid to be rejected.

IV. THE SIX GOOD FAITH EFFORTS AS SPECIFICALLY DEFINED BY EPA

The Six Good Faith Efforts are required methods employed by all Connecticut Department of Energy and Environmental Protection (DEEP) CWF recipients to ensure that all DBEs have the opportunity to compete for procurements funded by DEEP financial assistance dollars. The prime contractor is expected to employ the six good faith efforts throughout the entire project to insure that the DBE percentages are maintained or exceeded in the event that one DBE subcontractor needs to be substituted for another.

1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
4. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
5. Use the services and assistance of the Small Business Administration (SBA) (Federal) and the Minority Business Development Agency of the Department of Commerce.
6. If the prime contractor awards subcontracts, require the prime contractor to take the above steps.

The prime contractor's certification as a DBE has no effect on this requirement. Therefore, if the prime contractor is a DBE, the Six Good Faith Efforts defined above must be employed in the procurement of subcontracts to be secured to achieve the MBE 3.0% and WBE 5.0% participation.

V. CERTIFICATION

A DBE must be certified at the time that the subcontract for their services is executed. A business that is pending new certification, recertification, or whose certification has expired **cannot** be counted toward the goals.

In the case where a subcontractor DBE is certified as both a MBE and a WBE (a woman who is also a member of a minority class):

1. The prime contractor may count the entire value of the subcontract as either a MBE or a WBE.
2. The prime contractor may choose to split the subcontract between the MBE and the WBE categories to fulfill both goals. If the prime contractor chooses this route:
 - a. They must indicate the dollars to be apportioned to the categories either on the face of the copy of the fully executed subcontract submitted to the Connecticut Department of Energy and Environmental Protection (DEEP) or by some other written method.
 - b. The certification submitted to DEEP must indicate that the principal of the subcontractor is both a woman and a minority.
 - c. For a certification that only identifies the subcontractor as a DBE, additional documentation is required as proof of dual status. In the case of Connecticut Department of Transportation (CTDOT), the detailed information page within their online database suffices as proof.

VI. ACCEPTABLE CERTIFICATION OPTIONS

1. **Connecticut Department of Administrative Services (DAS)** - DEEP will continue to accept DAS certification until such time as other State entities are identified whose certification processes meet the EPA criteria. DAS will only certify Connecticut based firms that meet the criteria under Connecticut General Statute 4a-60g.
2. **CTDOT** - Companies that desire to do business with CTDOT as well as the DEEP should seek CTDOT certification which will be accepted by the DEEP. DBE firms are advised that the certification process can take 90 days to complete. CTDOT will certify both in state as well as out of state firms.

3. **EPA** - In the event an entity cannot be certified by CTDOT as a DBE, that entity should seek certification with EPA. Such entities must provide EPA with evidence from CTDOT denying certification.
4. **SBA** - Certification is available to companies under the Woman Owned Small Business (WOSB) program and the SBA 8(a) Business Development Program (www.sba.gov/8abd/) which has a net worth ceiling of \$250,000 for initial applicants.
5. **Other states certification** - Prime contractors may utilize certification from other states. Such certification must specify the DBE designation. Where there is no DBE certification option within a state, the instance must be presented to the DEEP Financial Administrator assigned to the project for consideration on a per case basis.

VII. DBE COMPLIANCE PROCESS

1. Within fourteen (14) calendar days after bid opening the prime contractor (apparent low bidder) shall complete and submit two copies of the DEEP Subcontractor Verification Form along with the DBE certification for each subcontractor to the municipality. The municipality must then submit one copy of these documents to DEEP as part of the authorization to award request.
2. Once DEEP authorizes the municipality to award the contract, the prime contractor is required to submit two copies of the executed DBE subcontracts to the municipality who submits one copy to the DEEP Financial Administrator.
3. No payment requests will be processed by DEEP until the executed copies of the subcontracts and the DBE certifications are on file in the DEEP office.
4. Should the prime contractor not meet the goals, documentation of good faith efforts will be required to be submitted to the DEEP Municipal Facilities Wastewater Engineer for consideration that the good faith effort was extensive enough to warrant the acceptance of a lower goal for the specific contract in question.
5. In the event that a DBE subcontractor is substituted for another during the project, two copies of the executed subcontract along with the corresponding DBE certification for the substitute are submitted to the municipality who forwards one copy of each to the DEEP Financial Administrator.
6. If additional construction costs are approved by DEEP, the prime contractor employs the good faith efforts defined above to meet the goals for the new total eligible contract amount.

VIII. DAS PREQUALIFICATION CERTIFICATION FOR DBE SUBCONTRACTORS

At time that the prime contractor submits copies of the executed DBE subcontracts to the municipality, two copies of the current DAS Prequalification Certificate for each DBE subcontractor whose subcontract value is equal to or greater than \$500,000 must also be submitted. In turn, the municipality is required to submit one copy of each DBE Prequalification Certification to the DEEP Financial Administrator. Suppliers of material or products who do not do installation or construction work are not subject to the DAS Construction Contractor prequalification requirement.

IX. SUBMISSION OF THIS FORM

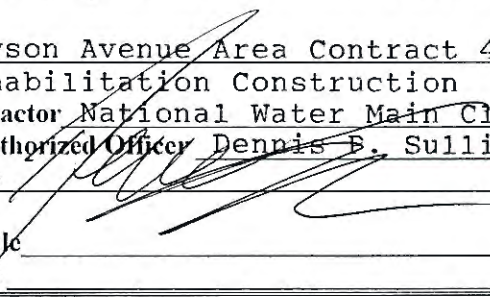
This form is to be signed by the contractor or the contractor's authorized representative. The form is then submitted to the municipality's representative for signature. The municipality includes the form as part of the authorization to award request to DEEP.

I hereby verify that I have read and understand the DBE requirements in this memorandum and will procure subcontracts whose percentages will meet or exceed the minimums listed above.

Contract Name Dawson Avenue Area Contract 4 Sewer and Manhole Rehabilitation Construction

Name of Prime Contractor National Water Main Cleaning Co.

Name and Title of Authorized Officer Dennis B. Sullivan, Executive Vice President

Authorized Signature  Date March 22, 2024

Town Official and Title _____

Authorized Signature _____

Date _____

X. DEFINITIONS

CGS: Connecticut General Statutes

CTDOT: Connecticut Department of Transportation

CWE: Clean Water Fund

DAS: Connecticut Department of Administrative Services

DBE: Disadvantaged Business Enterprise

DEEP: Connecticut Department of Energy and Environmental Protection

EPA: Environmental Protection Agency (Federal)

MBE: Minority Business Enterprise

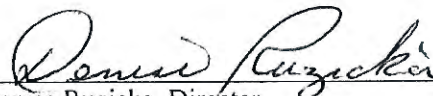
SBA: Small Business Administration (Federal)

WBE: Woman Business Enterprise

WOSB: Woman Owned Small Business (Federal program - SBA)

June 19, 2019

Date



Denise Ruzicka, Director
Water Planning and Management Division
Bureau of Water Protection & Land Reuse

Minority Business Enterprise / Women's Business Enterprise Subcontractor Verification Form

Note to General Contractor: You are required to complete this form for each MBE or WBE subcontractor to be employed in the completion of this contract, and submit an original of each completed form, along with a copy of the subcontractor's current, valid MBE / WBE certification, to the Owner within 14 days of bid opening. Failure to submit this form and the MBE / WBE certification within 14 days of bid opening may render your bid non-responsive and result in the rejection of your bid.

Name of Subcontractor: Paramount Construction, LLC

Address: 49 Hollow Tree Lane Newington, CT 06111

Contact Person: Chez Pace

Phone Number: 860-233-6333 Is subcontractor MBE or WBE? (circle one)

Type of Work to be performed Excavation Work

Estimated dollar amount of subcontract: \$ 24853.⁹⁵

Percent of total contract 3 %

Please attach a current, valid copy of the subcontractor's MBE or WBE certification form to this document

The completion and submission of this form does not constitute a contractual agreement between the general contractor and the named subcontractor, but is solely for documenting proposed compliance with MBE/WBE participation under DEP's Clean Water Fund. Should another subcontractor be substituted in place of the firm named above, both the Owner and the Department of Environmental Protection (Water Management Bureau, 79 Elm Street, Hartford 06106-5127) must be notified in writing within three (3) business days of the change, and a copy of this form must be completed for the replacement subcontractor. The MBE / WBE percentages shall be maintained or exceeded in the event of one subcontractor being substituted for another.

Name of Contract: Dawson Avenue Area Contract 4 Sewer and Manhole
Rehabilitation Construction

Name of General Contractor: National Water Main Cleaning Co.

Authorized Signature of General Contractor:  Date: 3 / 22 / 2024
Dennis F. Sullivan

Minority Business Enterprise / Women's Business Enterprise Subcontractor Verification Form

Note to General Contractor: You are required to complete this form for each MBE or WBE subcontractor to be employed in the completion of this contract, and submit an original of each completed form, along with a copy of the subcontractor's current, valid MBE / WBE certification, to the Owner within 14 days of bid opening. Failure to submit this form and the MBE / WBE certification within 14 days of bid opening may render your bid non-responsive and result in the rejection of your bid.

Name of Subcontractor: Paramount Construction, LLC

Address: 49 Hollow Tree Lane Newington, CT 06111

Contact Person: Chez Pace

Phone Number: 860-233-1633 Is subcontractor MBE or WBE (circle one)

Type of Work to be performed Excavation Work

Estimated dollar amount of subcontract: \$ 41423²⁵

Percent of total contract 5 %

Please attach a current, valid copy of the subcontractor's MBE or WBE certification form to this document

The completion and submission of this form does not constitute a contractual agreement between the general contractor and the named subcontractor, but is solely for documenting proposed compliance with MBE/WBE participation under DEP's Clean Water Fund. Should another subcontractor be substituted in place of the firm named above, both the Owner and the Department of Environmental Protection (Water Management Bureau, 79 Elm Street, Hartford 06106-5127) must be notified in writing within three (3) business days of the change, and a copy of this form must be completed for the replacement subcontractor. The MBE / WBE percentages shall be maintained or exceeded in the event of one subcontractor being substituted for another.

Name of Contract: Dawson Avenue Area Contract 4 Sewer and Manhole
Rehabilitation Construction

Name of General Contractor: National Water Main Cleaning Co.

Authorized Signature of General Contractor:  Date: 3 / 22 / 2024
Dennis P. Sullivan

**Disadvantaged Business Enterprise (DBE) Program
 DBE Subcontractor Utilization Form**

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE¹ subcontractors² and the estimated dollar amount of each subcontract. An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name National Water Main Cleaning Co.		Project Name Dawson Avenue Area Contract Sewer and Manhole Rehabilitation Construction	
Bid/ Proposal No. 2024-05	Assistance Agreement ID No. (if known)	Point of Contact	
Address 25 Marshall Street Canton, MA 02021			
Telephone No. 781-828-0863		Email Address dennis@nwmcc-bos.com	
Issuing/Funding Entity:			

I have identified potential DBE certified subcontractors	<input checked="" type="radio"/> YES	<input type="radio"/> NO	
If yes, please complete the table below. If no, please explain:			
Subcontractor Name/ Company Name	Company Address/ Phone/ Email	Est. Dollar Amt	Currently DBE Certified?
Pamman Construction LLC	49 Hollow Tree Lane Newington, CT 06111 860-233-6333	24853. ⁹⁵	MBE
	CPACE@PCONSTRUCTIONLLC.COM	41423. ²⁵	WBE

Continue on back if needed

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

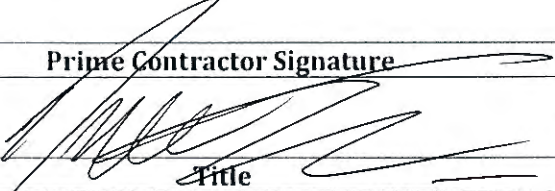
² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



OMB Control No: 2090-0030
Approved: 8/13/2013
Approval Expires: 8/31/2015

**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Utilization Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature 	Print Name Dennis P. Sullivan
Title Executive Vice President	Date March 22, 2024

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

CERTIFICATE OF CORPORATE AUTHORITY

At a duly authorized meeting of the Board of Directors of **National Water Main Cleaning Co.**
(name of corporation)

held on **October 31, 2023** Directors were present or waived notice, it was voted that **Dennis P. Sullivan**
(date)

Executive Vice President of this company be and hereby is authorized to execute contracts and bonds
(name and title)

in the name and behalf of said company, and affix its Corporate Seal thereto, and such execution
of any contract or bond of obligation in this company's name on its behalf of such **Executive Vice President**
(OFFICER)
under seal of the company shall be valid and binding upon this company.

A TRUE COPY,

ATTEST: 

Place of Business:

25 Marshall Street

Canton, MA 02021

I, Jonathan Reynolds hereby certify that I am the **Assistant Secretary/Treasurer** of **National Water Main Cleaning Co.**
(Title) (Name of Corporation)

that **Dennis P. Sullivan** is the duly elected **Executive Vice President** of said
(Name of Officer) (Title)
company, and the above vote has not been amended or rescinded and remains in full force and effect as of the date of this contract.

Signature:


Jonathan Reynolds

Name/Title:

Assistant Secretary/Treasurer

Date:

March 25, 2024

(Corporate Seal)

State of Connecticut

Department of Administrative Services
Supplier Diversity Program

This Certifies

Paramount Construction, LLC

49 Hollow Tree Lane Newington CT 06111

As a

*Iberian Peninsula Woman Owned
Small/Minority Business Enterprise
July 04, 2022 through July 04, 2024*

Owner(s): Angela Pace; Steve Reilly

Contact: Abigail Gilbert

Telephone: 8602336333 Ext: 49 Hol **FAX:** 8604364810

E-Mail: Abigail@pconstructionllc.com

Web Address: www.pconstructionllc.com

****Affiliate Companies:** Pace Construction Corp.



Supplier Diversity Director



Supplier Diversity Specialist

** A contractor awarded a contract or a portion of a contract under the set-aside program shall not subcontract with any person(s) with whom the contractor is affiliated.

State of Connecticut

Department of Administrative Services
Construction Contractor Prequalification Program

This certifies

Paramount Construction, LLC

49 Hollow Tree Lane, Newington, CT 06111

As a

Prequalification Construction Contractor

March 30, 2023 through March 29, 2024

CONTACT INFORMATION

Name: Abigail Gilbert
Phone: 8602336333 ext. 49 Hol
Fax: 8604364810
Email: Abigail@pconstructionllc.com

Name: Angela Pace
Phone: (860) 233-6333
Fax: (860) 436-4810
Email: angela@pconstructionllc.com

Effective Date	Aggregate Work Capacity (AWC)	Single Limit (SL)	Classifications
3/30/2023	\$30,000,000.00	\$25,000,000.00	ELECTRICAL, SEWER AND WATER LINES, SITEWORK

Classification Name	Description
ELECTRICAL	Installation, renovation, repair and maintenance of electrical wiring, circuits, panel boards, fixtures and equipment, including, such incidental or related work as is customarily performed by those in the electrical trade. To prequalify for Electrical you must have an Electrical Contractor License through the State of Connecticut Department of Consumer Protection.
SEWER AND WATER LINES	The construction, rehabilitation and/or reconstruction of waterlines, sewer lines and ancillary works, including well drilling.

This certificate prequalifies the named company to bid. It is not a statement of the Contractor's capacity to perform a specific project. That responsibility lies with the awarding authority.

Company Licenses/Registrations: It is the Contractor's responsibility to update their license information by editing their electronic application. Licenses are confirmed by the Department of Administrative Services (DAS) at the time of initial application and at each renewal.

For information regarding the DAS Contractor Prequalification Program visit <http://portal.ct.gov/dasprequal> or call (860) 713-5280.

Name: Joseph Kozma
Phone: 860-233-6333 ext. 49 Hol
Fax: 8604364810
Email: Joe@pconstructionllc.com

SITEWORK

Work customarily performed by this industry, including earthwork activities (excluding tunneling and mining, special foundations and load bearing elements); utility systems including installation of drainage systems; exterior improvements (excluding plantings) including horizontal paving work not requiring mortar; site preparation and site remediation.

Name: Steve Reilly
Phone: (860) 233-6333
Fax: (860) 436-4810
Email: steve@pconstructionllc.com

This certificate prequalifies the named company to bid. It is not a statement of the Contractor's capacity to perform a specific project. That responsibility lies with the awarding authority.

Company Licenses/Registrations: It is the Contractor's responsibility to update their license information by editing their electronic application. Licenses are confirmed by the Department of Administrative Services (DAS) at the time of initial application and at each renewal.

For information regarding the DAS Contractor Prequalification Program visit <http://portal.ct.gov/dasprequal> or call (860) 713-5280.



NATIONAL WATER MAIN CLEANING CO.

Specializing in today's needs for environmental protection.

1806 Newark Turnpike • Kearny, NJ 07032 • Phone: 973-483-3200 • Fax: 973-483-5065 • E-Mail: office@nwmcc.com
25 Marshall Street • Canton, MA 02021 • Phone: 781-828-0863 • Fax: 781-828-4397 • E-Mail: boston@nwmcc.com

List of Company Executives:

Acting President:

Joseph Perone
1806 Harrison Avenue
Kearny, NJ 07032

Executive Vice President:

Dennis P. Sullivan
25 Marshall Street
Canton, MA 02021

Vice President:

Hercules Anastasiadis
25 Marshall Street
Canton, MA 02021

Secretary/Treasurer:

Raymond R. Lindsley
1806 Harrison Avenue
Kearny, NJ 07032

Assistant Secretary/Treasurer:

Jonathan Reynolds
25 Marshall Street
Canton, MA 02021

NWMCC Comprehensive Rehabilitation Job References:

Owner: Town of Dedham, MA
Contact: Jason L. Mammone, PE, Director of Engineering
Phone: 781.751.9350
Email: jmammone@dedham-ma.gov

Project Information

Name: Town of Dedham, MA Sewer On-call Services
Type of Rehabilitation: Main Line CIPP Lining, MH Rehab, Lateral Lining, Lateral Grouting
Contract Value:
2015-2019, \$3,755,000.00
2020-Current \$ 867,000.00 (3 Year Contract)

Owner: Town of Middletown, RI Engineering Department
Contact: Warren Hall, PE, Town Engineer
Phone: 401.418-0413
Email: whall@middletownri.com

Project Information

Name: Cured In Place Pipe Project – Commodore Perry (012-007), Easton’s Point (014-002)
Type of Rehabilitation: Main Line CIPP Lining, MH Rehab, Lateral Lining, Lateral Grouting
Contract Value:
Contract MIDD 012-007: 2018-2021, \$3,572,700.00

Owner: City of Revere, MA
Contact: Nicholas J. Rystrom, PE, City Engineer
Phone: 781.286.8153
Email: nrystrom@revere.org

Engineer Consultant:

CDM-Smith
Contact: Steven R. Callahan, Senior Project Manager
Phone: 617.452.6719
Email: callahansr@cdmsmith.com

Project Information

Name: Sewer System Rehabilitation (Contract WW-001)
Type of Rehabilitation: Main Line CIPP Lining, MH Rehab, Lateral Lining, Lateral Grouting, Excavated Point Repairs
Contract Value
Phase V: 2015-2016, \$6,650,000.00
Phase VI: 2016-2017, \$5,000,000.00
Phase VII: 2018-2019, \$1,731,000.00
Phase VIII: 2018-2019, \$1,675,000.00
Phase IX: 2019-2020, \$3,729,527.49
Phase X: 2020-2021, \$2,674,578.54
Phase XI: 2021-Current, \$3,011,012.00

Owner: Town of Saugus, MA
Contact: Brendan B. O'Regan, Director of Public Works
Phone: 781.231.4145
Email: boregan@saugus-ma.gov

Engineer Consultant:

CDM-Smith
Contact: Steven R. Callahan, Senior Project Manager
Phone: 617.452.6719
Email: callahansr@cdmsmith.com

Project Information

Name: Sewer System Rehabilitation
Type of Rehabilitation: Main Line CIPP Lining, MH Rehab, Lateral Lining, Lateral Grouting, Excavated Point Repairs

Contract Value

2016, \$1,348,000.00 (Comprehensive)/\$254,905.00 (Lateral Lining)/\$223,350.00 (MH Rehab)
2018, \$417,700.00 (MH Rehab)
2019, \$817,859.00 (Lateral Lining)
2021, \$1,017,698.43 (Comprehensive)

Owner: Town of Lexington, MA

Engineer Consultant:

Weston & Sampson Engineers
Contact: Amanda Jett LeBlanc, PE
Phone: 978.818.9602
Email: JettLeBlanc.Amanda@wseinc.com

Project Information

Name: Phase 6 Sewer System Improvements
Type of Rehabilitation: Main Line CIPP Lining, MH Rehab, Lateral Lining, Lateral Grouting, Excavated Point Repairs

Contract Value

2019, \$1,629,779.90 (Comprehensive)
2022, \$ 864,631.55 (Comprehensive – On going)

Owner: City of Cambridge, MA

Contact: Eric Breen - Engineer
Phone: 617.349.6954
Email: ebreen@cambridgema.gov

Project Information

Name: FY 19 sewer, stormwater and combined system trenchless lining and repair
Type of Rehabilitation: Main Line CIPP Lining, Excavated Point Repairs

Contract Value

2020 \$2,361,082.00
2021 \$1,967,490.25
2022 \$1,900,000.00 ON GOING

Owner: Town of Westwood, MA
Contact: Tod, Korchin, Director of Public Works
Phone: 781.251.2578
Email: tkorchin@town.westwood.ma.us

Engineer Consultant:

Environmental Partners Group
Contact: Ryan J. Paul, PE
Phone: 617.657.0200
Email: rjp@envpartners.com

Project Information

Name: Town of Westwood, MA FY17 Sewer System Rehabilitation
Type of Rehabilitation: Main Line CIPP Lining, MH Rehab, Lateral Lining, Lateral Grouting,
Contract Value:
2017, \$ 500,000.00

Owner: Town of Danvers, MA
Contact: Richard Rogers, PE, Town Engineer
Phone: 978.762.0254
Email: rogers@danversma.gov

Project Information

Name: Town of Danvers, MA Comprehensive Sewer System Rehab
Type of Rehabilitation: Main Line CIPP Lining, MH Rehab, Lateral Lining, Lateral Grouting,
Excavated Point Repairs
Contract Value:
2018-2019, \$450,000.00
2019-2020, \$526,800.00
2020, \$409,400.00
2021, \$346,100.00

Owner: Metropolitan District Commission

Project: Multiple Sewer Rehabilitation Projects – Metropolitan District Hartford CT
Contact: Jason Waterbury 860-278-7850 Ext. 3380 / Cell:860-209-8181
The Metropolitan District
555 Main Street, PO Box 800
Hartford, CT 06142
Email Address: jwaterbury@themdc.com
2009-2021 & On Going
Total I/I Rehabilitation Projects Value: 10,000,000 +

State of Connecticut

Department of Administrative Services
Construction Contractor Prequalification Program

This certifies

National Water Main Cleaning Company

1806 Newark Turnpike, Kearny, NJ 07032

As a

Prequalification Construction Contractor

April 13, 2023 through April 12, 2024

CONTACT INFORMATION

Name: Dennis P. Sullivan
Phone: (781) 828-0863
Fax:
Email: dennis@nwmcc.com

Name: Hercules Anastasiadis
Phone: 781-828-0863 ext. 203
Fax:
Email: Herc@nwmcc-bos.com

Effective Date	Aggregate Work Capacity (AWC)	Single Limit (SL)	Classifications
1/18/2024	\$120,000,000.00	\$30,000,000.00	SEWER AND WATER LINES
10/4/2023	\$60,000,000.00	\$30,000,000.00	SEWER AND WATER LINES
4/13/2023	\$50,000,000.00	\$10,000,000.00	SEWER AND WATER LINES

Classification Name	Description
SEWER AND WATER LINES	The construction, rehabilitation and/or reconstruction of waterlines, sewer lines and ancillary works, including well drilling.

This certificate prequalifies the named company to bid. It is not a statement of the Contractor's capacity to perform a specific project. That responsibility lies with the awarding authority.

Company Licenses/Registrations: It is the Contractor's responsibility to update their license information by editing their electronic application. Licenses are confirmed by the Department of Administrative Services (DAS) at the time of initial application and at each renewal.

For information regarding the DAS Contractor Prequalification Program visit <http://portal.ct.gov/dasprequal> or call (860) 713-5280.

Name: James Fleming
Phone: (781) 828-0863 ext. 204
Fax: (781) 828-2473
Email: Jfleming@NWMCC-BOS.com

Name: Jonathan Reynolds
Phone: (781) 828-0863 ext. 209
Fax: (781) 828-2473
Email: jreynolds@nwmcc-bos.com

This certificate prequalifies the named company to bid. It is not a statement of the Contractor's capacity to perform a specific project. That responsibility lies with the awarding authority.

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State of Connecticut

Department of Administrative Services
Construction Contractor Prequalification Program

This certifies

National Water Main Cleaning Company

1806 Newark Turnpike, Kearny, NJ 07032

As a

Prequalification Construction Contractor

April 13, 2024 through April 12, 2025

CONTACT INFORMATION

Name: Dennis P. Sullivan

Phone: (781) 828-0863

Fax:

Email: dennis@nwmcc.com

Name: Hercules Anastasiadis

Phone: 781-828-0863 ext. 203

Fax:

Email: Herc@nwmcc-bos.com

Effective Date	Aggregate Work Capacity (AWC)	Single Limit (SL)	Classifications
4/13/2024	\$120,000,000.00	\$30,000,000.00	SEWER AND WATER LINES

Classification Name	Description
SEWER AND WATER LINES	The construction, rehabilitation and/or reconstruction of waterlines, sewer lines and ancillary works, including well drilling.

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For information regarding the DAS Contractor Prequalification Program visit <http://portal.ct.gov/dasprequal> or call (860) 713-5280.

SECTION 004313 – BID BOND

CITY OF WEST HAVEN, CONNECTICUT
DAWSON AVENUE AREA CONTRACT 4
SEWER AND MANHOLE REHABILITATION CONSTRUCTION
CONTRACT NO. 2024-05

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, National Water Main Cleaning Company
of 25 Marshall Street, Canton, MA 02021 as Principal, and
Travelers Casualty and Surety Company of America as Surety, are hereby held and firmly
bound unto as OWNER in the penal sum of Five Percent of Bid Price (5%)
for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves,
successors and assigns.

Signed, this day of March 26th, 2024

The Condition of the above obligation is such that whereas the Principal has submitted to certain Bid,
attached hereto and hereby made a part hereof to enter into a contract in writing, for the Dawson Avenue
Area Contract 4, Sewer and Manhole Rehabilitation Construction, Contract No. 2024-05.

NOW THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver to OWNER the appropriate documents including the Contract Form and Contract Bond Form, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal (Print Full Name)

Surety (Print Full Name)

National Water Main Cleaning Company

Travelers Casualty and Surety Company of America

BY:  (L.S.)

BY:  (L.S.)

Dennis P. Sullivan
TITLE: Executive Vice President

TITLE: Peter S. Forker, Attorney-In-Fact

IMPORTANT – Surety companies executing bonds must appear on the Treasury Department’s most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

END OF SECTION 004313



STATE OF ILLINOIS }
COUNTY OF KENDALL }

I, Gina M. Damato a Notary Public in and for said County, do hereby certify that Peter S. Forker Attorney -in-Fact, of the:

- THE TRAVELERS INDEMNITY COMPANY
- TRAVELERS CASUALTY & SURETY COMPANY
- TRAVELERS CASUALTY & SURETY COMPANY OF AMERICA
- FARMINGTON CASUALTY COMPANY
- UNITED STATES FIDELITY AND GUARANTY COMPANY
- ST. PAUL FIRE AND MARINE INSURANCE COMPANY
- FIDELITY AND GUARANTY INSURANCE COMPANY
- FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.
- ST. PAUL GUARDIAN INSURANCE COMPANY
- ST. PAUL MERCURY INSURANCE COMPANY

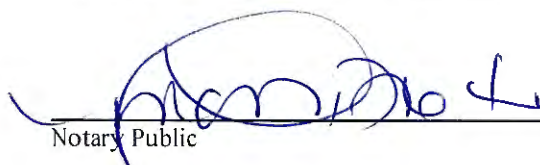
Who is personally known to me to be the same person, whose name is subscribed to the foregoing, instrument, appeared before me this day in person, and acknowledged that they signed, sealed, and delivered said instrument for and on behalf of:

- THE TRAVELERS INDEMNITY COMPANY
- TRAVELERS CASUALTY & SURETY COMPANY
- TRAVELERS CASUALTY & SURETY COMPANY OF AMERICA
- FARMINGTON CASUALTY COMPANY
- UNITED STATES FIDELITY AND GUARANTY COMPANY
- ST. PAUL FIRE AND MARINE INSURANCE COMPANY
- FIDELITY AND GUARANTY INSURANCE COMPANY
- FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.
- ST. PAUL GUARDIAN INSURANCE COMPANY
- ST. PAUL MERCURY INSURANCE COMPANY

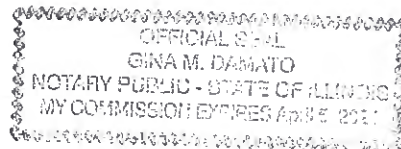
For the uses and purposed therein set forth.

Given under my hand and notarial seal at my office in the City of Yorkville in said

County, this 26th day of March A.D. 2024



Notary Public





Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY


KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Peter S Forker** of **ROLLING MEADOWS**, Illinois, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

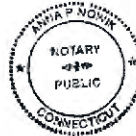
City of Hartford ss.

By: 
 Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **26th** day of **March**, 2024




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.



*Peter S. Forker
Attorney-in-Fact: Construction Services
One Tower Square, Hartford, CT 06183
Telephone: (312) 294-5484
Email: peter_forker@ajg.com*

CONSENT OF SURETY

March 26, 2024

City of West Haven
355 Main Street, 3rd Floor
West Haven, CT 06516

RE: National Water Main Cleaning Company
25 Marshall Street
Canton, MA 02021

FOR: Dawson Avenue Area Contract 4, Sewer and Manhole Rehabilitation Construction
Contract No. 2024-05

To Whom It May Concern:

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA hereby agrees if NATIONAL WATER MAIN CLEANING COMPANY is awarded the contract for the above captioned job, we will furnish the required Performance and Payment bond.

Very truly yours,

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

Peter S. Forker
Attorney-In-Fact



STATE OF ILLINOIS }
COUNTY OF KENDALL }

I, Gina M. Damato a Notary Public in and for said County, do

hereby certify that Peter S. Forker Attorney -in-Fact. of the:

- THE TRAVELERS INDEMNITY COMPANY
- TRAVELERS CASUALTY & SURETY COMPANY
- TRAVELERS CASUALTY & SURETY COMPANY OF AMERICA
- FARMINGTON CASUALTY COMPANY
- UNITED STATES FIDELITY AND GUARANTY COMPANY
- ST. PAUL FIRE AND MARINE INSURANCE COMPANY
- FIDELITY AND GUARANTY INSURANCE COMPANY
- FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.
- ST. PAUL GUARDIAN INSURANCE COMPANY
- ST. PAUL MERCURY INSURANCE COMPANY

Who is personally known to me to be the same person, whose name is subscribed to the foregoing, instrument, appeared before me this day in person, and acknowledged that they signed, sealed, and delivered said instrument for and on behalf of:

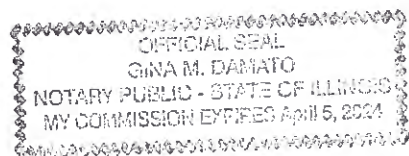
- THE TRAVELERS INDEMNITY COMPANY
- TRAVELERS CASUALTY & SURETY COMPANY
- TRAVELERS CASUALTY & SURETY COMPANY OF AMERICA
- FARMINGTON CASUALTY COMPANY
- UNITED STATES FIDELITY AND GUARANTY COMPANY
- ST. PAUL FIRE AND MARINE INSURANCE COMPANY
- FIDELITY AND GUARANTY INSURANCE COMPANY
- FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.
- ST. PAUL GUARDIAN INSURANCE COMPANY
- ST. PAUL MERCURY INSURANCE COMPANY

For the uses and purposed therein set forth.

Given under my hand and notarial seal at my office in the City of Yorkville in said

County, this 26th day of March A.D. 2024


Notary Public





**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Peter S Forker** of **ROLLING MEADOWS**, Illinois their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **26th** day of **March**, 2024




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**



Office of the Finance Director

City of West Haven
355 Main Street
West Haven, Connecticut 06516

MARB Contract Form

Contract Name	Purchase of 2025 Ford Police Interceptor				
City Agency	Police				
Vendor Utilized	Gengras Ford				
Address	225 New Britain Avenue				
City, State, Zip	Plaiville, CT 06062				
Procurement Process	<input type="checkbox"/> Bid/RFP [Enter the Bid No] <input checked="" type="checkbox"/> State Contract [19PSX0161] <input type="checkbox"/> Cooperative Agreement [Enter Source Name and Contract No] <input type="checkbox"/> Sole Source <input type="checkbox"/> Other Source []				
No of Bid/RFP Respondents	N/A				
Quote No('s) if applicable					
Source of Funds	City Bonding (FY 2025)				
Quantity	6.00	Price Per:	\$67,497	Total Price	\$404,498
Purpose of Transaction (Please give a detailed explanation for the purpose of the transaction. This should not be one / two sentences.)	City capital plan for fiscal year 2024-2025 for the purchase of six Polce Vehicles. The City of West Haven will be purchasing six 2025 Ford Police Interceptor Utility with all the standard equipment. Gengras Ford will also outfit the vehicles with the options listed on the quote.				
Department Submission [Name and Title]	Chief, Joseph Perno				
Finance Review and Submission [Name and Title]	Kathy Chambers, MBA, MPA, Senior Buyer, Procurement Analyst Michael Gormany, Finance Director				



Gengras Ford LLC
 Vic Soli Fleet Manager
 Cell 203 671 9476
 225 New Britain Ave
 Plainville CT 06062
 www.gengras.com

Sargent Young
 West Haven Police Dept

September 16, 2024

Gengras Ford llc Is Connecticut's leader in Ford Police fleet vehicles and is pleased to bid using the current State Contract 019-0161 pricing model, Our bid reads as follows.

We will supply new **INSTOCK** 2025 Ford Police Interceptor Utility with all the 2025 model year standard equipment, plus the following options.

- | | |
|--|-------------------------------------|
| *All Wheel Drive option group | * 3.3 Gas only engine |
| *10 Speed auto transmission | *16P Rear bumper protector |
| * 17T Rear cargo light | *18D Global door locks |
| *19K H8 AMG Battery | * 19V On demand rear view camera |
| *43D Courtesy lights disabled | *47A Engine idle management |
| *51R LED Drivers side spot light | *549 Heated side mirrors |
| *59B Fleet key system | *60R Noise suppression |
| *76R Reverse sensing | * 87R Back up camera in rear mirror |
| Vehicle cost before emergency equipment upgrades | \$44,391.00 |

- | | | |
|---|-------------------|--------------------|
| *Whelen Legacy 54 light bar | \$2,348.00 | |
| *2 Whelen IONS red/blue in upper tail gate window | \$ 240.00 | |
| * Whelen CORE emergency light/siren system | \$ 910.00 | |
| * 2 Whelen IONS w/white reverse lights on exterior of hatch | \$ 223.00 | |
| * Whelen core canport kit ford | \$ 43.00 | |
| * Whelen core rotary dial control head | \$ 268.00 | |
| *Whelen external siren amp (2 siren tones) | \$ 217.00 | |
| *4 Whelen vertex light heads in taillights &H/lamps | \$ 384.00 | |
| * Weather tech floor liners | \$ 124.00 | |
| *2 Whelen IONS mounted in rear quarter windows | \$ 184.00 | |
| * 2 Whelen 12 diode red/white dome light installed
on inner tail gate & driver area | \$ 292.00 | |
| *2 Whelen T ION series on lower tailgate | \$ 216.00 | |
| * Setina PB450L push bumper w/4 warning lights | \$ 1243.00 | |
| * Havis console w/armrest, cup holder&equipment brackets | \$ 615.00 | |
| * Progard ½ Prisoner containment system W/RETRACTABLE BELTS | \$ 2,438.00 | |
| *Santa Cruise Partition mounted long gun system | \$ 815.00 | |
| * Vehicle Graphics | \$ 625.00 | |
| *Window tint | \$ 120.00 | |
| *Hint Computer mount | \$ 528.00 | |
| *Trimco anti theft | \$ 225.00 | |
| *5 G modem ANTENNA ONLY | \$ 298.00 | |
| *Hardware kit for complete installation | \$ 240.00 | |
| *All required labor for emergency equipment upfit | \$ 3,600.00 | |
| *Additional labor for police video system install | \$ 550.00 | |
| * Whelen Howler siren system | \$ 688.00 | |
| * Getac K120G2-R Computer | \$ 3,557.00 | |
| * Cradle Point IBR1900 5 G modem | \$ 2,115.00 | |
| Total vehicle cost IN STOCK 2025 Interceptor w/3.3 gas and emergency warning equipment | | \$67,497.00 |

Our Total bid for 6 units will be \$404,498.00

Vic Soli
 Fleet Manager
 Gengras Ford,Dodge
 203 671 9476 (cell)

FY24-25 BUDGET - CAPITAL REQUEST

Owner	Project Name	Description/Reason	Funding Source	FY					
				FY25	FY26	FY27	FY28	FY29	
Police	Traffic Control Signal Box	Traffic controls - (approx 6 intersections each year)	Bonding	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000
Police	Technology	End of Life Technology Replacement	Bonding	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
Police	Vehicle Replacement	Patrol Car Replacement	Bonding	\$ 71,000	\$ -	\$ -	\$ -	\$ -	\$ -
Police	Vehicle Replacement	Patrol Car Replacement	Bonding	\$ 71,000	\$ -	\$ -	\$ -	\$ -	\$ -
Police	Vehicle Replacement	Patrol Car Replacement	Bonding	\$ 71,000	\$ -	\$ -	\$ -	\$ -	\$ -
Police	Vehicle Replacement	Patrol Car Replacement	Bonding	\$ 71,000	\$ -	\$ -	\$ -	\$ -	\$ -
Police	Vehicle Replacement	Patrol Car Replacement	Bonding	\$ 71,000	\$ -	\$ -	\$ -	\$ -	\$ -
Police	Vehicle Replacement	Patrol Car Replacement	Bonding	\$ 71,000	\$ -	\$ -	\$ -	\$ -	\$ -
Police	Vehicle Replacement	Patrol Car Replacement	Bonding	\$ -	\$ 73,130	\$ -	\$ -	\$ -	\$ -
Police	Vehicle Replacement	Patrol Car Replacement	Bonding	\$ -	\$ 73,130	\$ -	\$ -	\$ -	\$ -
Police	Vehicle Replacement	Patrol Car Replacement	Bonding	\$ -	\$ 73,130	\$ -	\$ -	\$ -	\$ -
Police	Vehicle Replacement	Patrol Car Replacement	Bonding	\$ -	\$ 73,130	\$ -	\$ -	\$ -	\$ -
Police	Vehicle Replacement	Patrol Car Replacement	Bonding	\$ -	\$ 73,130	\$ -	\$ -	\$ -	\$ -
Police	Vehicle Replacement	Patrol Car Replacement	Bonding	\$ -	\$ 73,130	\$ -	\$ -	\$ -	\$ -
Police	Vehicle Replacement	Patrol Car Replacement	Bonding	\$ -	\$ 73,130	\$ -	\$ -	\$ -	\$ -
Police	Vehicle Replacement	Patrol Car Replacement	Bonding	\$ -	\$ 73,130	\$ -	\$ -	\$ -	\$ -
Police	Vehicle Replacement	Patrol Car Replacement	Bonding	\$ -	\$ -	\$ 75,324	\$ -	\$ -	\$ -
Police	Vehicle Replacement	Patrol Car Replacement	Bonding	\$ -	\$ -	\$ 75,324	\$ -	\$ -	\$ -
Police	Vehicle Replacement	Patrol Car Replacement	Bonding	\$ -	\$ -	\$ 75,324	\$ -	\$ -	\$ -
Police	Vehicle Replacement	Patrol Car Replacement	Bonding	\$ -	\$ -	\$ 75,324	\$ -	\$ -	\$ -
Police	Vehicle Replacement	Patrol Car Replacement	Bonding	\$ -	\$ -	\$ 75,324	\$ -	\$ -	\$ -
Police	Vehicle Replacement	Patrol Car Replacement	Bonding	\$ -	\$ -	\$ 75,324	\$ -	\$ -	\$ -
Police	Body Cameras (State Req)	122 Body Cameras / Tasers	Bonding	\$ -	\$ -	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000
Police	Vehicle Replacement	Patrol Car Replacement	Bonding	\$ -	\$ -	\$ -	\$ -	\$ 77,584	\$ -
Police	Vehicle Replacement	Patrol Car Replacement	Bonding	\$ -	\$ -	\$ -	\$ -	\$ 77,584	\$ -
Police	Vehicle Replacement	Patrol Car Replacement	Bonding	\$ -	\$ -	\$ -	\$ -	\$ 77,584	\$ -
Police	Vehicle Replacement	Patrol Car Replacement	Bonding	\$ -	\$ -	\$ -	\$ -	\$ 77,584	\$ -
Police	Vehicle Replacement	Patrol Car Replacement	Bonding	\$ -	\$ -	\$ -	\$ -	\$ 77,584	\$ -
Police	Vehicle Replacement	Patrol Car Replacement	Bonding	\$ -	\$ -	\$ -	\$ -	\$ 77,584	\$ -
Police	Vehicle Replacement	Patrol Car Replacement	Bonding	\$ -	\$ -	\$ -	\$ -	\$ 77,584	\$ -
Police	Vehicle Replacement	Patrol Car Replacement	Bonding	\$ -	\$ -	\$ -	\$ -	\$ 79,911	\$ -
Police	Vehicle Replacement	Patrol Car Replacement	Bonding	\$ -	\$ -	\$ -	\$ -	\$ 79,911	\$ -
Police	Vehicle Replacement	Patrol Car Replacement	Bonding	\$ -	\$ -	\$ -	\$ -	\$ 79,911	\$ -
Police	Vehicle Replacement	Patrol Car Replacement	Bonding	\$ -	\$ -	\$ -	\$ -	\$ 79,911	\$ -
Police	Vehicle Replacement	Patrol Car Replacement	Bonding	\$ -	\$ -	\$ -	\$ -	\$ 79,911	\$ -

Contract Summary

General Information

Contract Number 19PSX0161
Issue Date July 17, 2019
Organization State of CT - DAS Procurement
Status Active
Multi Contractor Contract Yes
Title Purchase of Cars and Light Duty Trucks
Description Purchase of Cars and Light Duty Trucks
***This contract is set to expire on September 30, 2024.
Purchase of Vehicles can be utilized under contract
24PSX0110***
Contract Administrator Madelyne Colon
Email Address Madelyne.Colon@ct.gov
Request Number
Solicitation Number
Enable Contract as Round Trip No
P-Card Accepted No
PO Dispatch Contractor

Commodity

Code	Description
21000000	Farming and Fishing and Forestry and Wildlife Machinery and Accessories

Contractors

Name Gengras Chrysler Dodge Jeep LLC			
Contact Type	Contact Name	Contact Email	Contact Phone
Main Contact	Gordon Rapp		8607276302
Name Gengras Ford, LLC			
Contact Type	Contact Name	Contact Email	Contact Phone
Main Contact	Gordon Rapp		8607276302
Name Crowley Chrysler Plymouth, Inc.			
Contact Type	Contact Name	Contact Email	Contact Phone
Main Contact	Gordon Rapp		8605400583
Name Stephen AutoMall Centre			
Contact Type	Contact Name	Contact Email	Contact Phone
Main Contact	Donna Janazzo		8603021212
Name LOEHMANN BLASIOUS CHEVROLET INC.			
Contact Type	Contact Name	Contact Email	Contact Phone
Main Contact	GENE REILLY		2037539261
Name Robert's Chrysler, Inc.			
Contact Type	Contact Name	Contact Email	Contact Phone
Main Contact	Jim Sperrazza		2034309212
Name New Country Motor Cars, INC.			
Contact Type	Contact Name	Contact Email	Contact Phone
Main Contact	Tristan Kovatis		8607224819
Name Manchester Sports Center Inc.			
Contact Type	Contact Name	Contact Email	Contact Phone
Main Contact	Craig Peters	craig.peters@manchesterhonda.com	8606453100---
Name Sullivan Automotive, Inc.			
Contact Type	Contact Name	Contact Email	Contact Phone
Main Contact	Warren Ford	warren.ford@nwhcars.com	2035286674---
Name Northwest Hills Automotive LLC			
Contact Type	Contact Name	Contact Email	Contact Phone
Main Contact	Warren Ford JR	warren.ford@sullivanautomotive.com	2035286674
Name Northwest Hills Chrysler Jeep LLC			
Contact Type	Contact Name	Contact Email	Contact Phone
Main Contact	Warren Ford	warren.ford@nwhcars.com	2035286674
Name TASCA AUTOMOTIVE GROUP CT HARTFORD			
Contact Type	Contact Name	Contact Email	Contact Phone
Main Contact	john breslin	jbreslin@tasca.com	860-796-2499
Name GHNH Inc			
Contact Type	Contact Name	Contact Email	Contact Phone
Main Contact	Gordon Rapp	grapp@gengras.com	8607276302---
Name TASCA AUTOMOTIVE GROUP, INC			
Contact Type	Contact Name	Contact Email	Contact Phone
Main Contact	John Breslin	jbreslin@tasca.com	860-796-2499

Name	MHQ, Inc.		
Contact Type	Contact Name	Contact Email	Contact Phone
Main Contact	Bryan Gilbert		5085732603

Name	US1 Chevrolet of Milford LLC		
Contact Type	Contact Name	Contact Email	Contact Phone
Main Contact	Suleyman Aydogan		5166603344

Pricing Information

Contract Type	Migrated DAS Contract
Pricing Type	Fixed Price
Total Value Condition	Estimate
Total Value(USD)	100,000,000.00
Retainage Percent	0.00
Retainage Notes	
Initial Expended Value(USD)	0.00
Cumulative Encumbered/Expended Value(USD)	0.00
Total Paid(USD)	0.00
Remaining Balance(USD)	100,000,000.00
Value to Go(%)	100.00
Payment Terms	Net 45 Days
Payment Notes	
Delivery Terms	Free On Board Destination
Delivery Notes	
Other Notes	Legacy Commodity Code=65

Contract Period

Award Date	October 01, 2019
Effective Date	October 01, 2019
Amendment Effective Date	September 06, 2024
Expiration Date	September 30, 2024
Potential Final Expiration Date	September 30, 2024

Custom Fields

Amendment	
Field Title	Field Description
Amendment 1	Supplement #6 is issued to post 2021 prices for some General Motors and Toyota vehicles. Future Supplements with additional 2021 pricing will follow when that pricing becomes available.
Amendment 2	Amendment 2 issued to post a revised Exhibit B with the correct codes for 2021 GM Tahoe and Suburban vehicles.
Amendment 3	This Amendment posts Price Schedule S8 with 2021 RAM Pricing.
Amendment 4	This Amendment posts Price Schedule S9 with added 2021 Chevrolet Bolt EV Pricing.
Amendment 5	This Amendment posts Price Schedule S10 with additional 2021 Ford Pricing.
Amendment 6	This Amendment posts Price Schedule S11 with 2021 Mercedes Benz Pricing.
Amendment 7	This Amendment posts Price Schedule S12 with updated 2021 Chrysler and Dodge Pricing.
Amendment 8	This Amendment posts Price Schedule S13 with updated 2021 Nissan Pricing.
Amendment 9	Amendment 9 issued to post a revised Exhibit B s14 with updated prices for some 2022 Ford vehicles.
Amendment 10	Amendment 10 issued to post a revised Exhibit B s15 with updated prices for some 2022 Ford Super Duty vehicles.
Amendment 11	Amendment 11 issued to post a revised Exhibit B s16 with price for 2021 Ford Police Responder.
Amendment 12	Amendment 12 includes the results of supplemental solicitation 21PSX0052 and is issued to post a revised Exhibit B s17 with price for 2021 Ford Escape PHEV models.
Amendment 13	Amendment 13 issued to post a revised Exhibit B s18 with updated codes for some 2022 Ford Transit Connect vehicles.
Amendment 14	Amendment 14 issued to post a revised Exhibit B s19 with updated prices for some 2022 General Motors vehicles.
Amendment 15	Amendment 15 issued to post a revised Exhibit B s20 with updated prices for some 2022 Nissan vehicles.
Amendment 16	This Amendment issued to post a revised Exhibit B s21 with updated prices for some 2022 General Motors (GM) vehicles.
Amendment 17	This Amendment issued to post a revised Exhibit B s22 with updated prices for 2022 Ford Explorer vehicles.
Amendment 18	This Amendment issued to post a revised Exhibit B s23 with updated prices for 2022 Ford F-150 vehicles.

Amendment 19	This Amendment issued to post a revised Exhibit B s24 with updated prices for 2022 Ford F-150 vehicles.
Amendment 20	This Amendment issued to post a revised Exhibit B s25 with updated prices for 2022 Ford Ranger vehicles.
Amendment 21	This Amendment issued to post a revised Exhibit B s26 with updated prices for 2022 Ford Transit and Escape vehicles.
Amendment 22	This Amendment issued to post a revised Exhibit B s27 with updated prices for 2022 Ford Ecosport and Edge vehicles.
Amendment 23	This Amendment issued to post a revised Exhibit B s28 with updated prices for 2023 Ford Econoline vehicles.
Amendment 24	This Amendment issued to post a revised Exhibit B s29 with updated prices for 2023 Ford F650 and F750 vehicles.
Amendment 25	This Amendment issued to post a revised Exhibit B s30 with several 2022 Dodge prices.
Amendment 26	This Amendment issued to correct a GM model code and to post revised Exhibit B s31.
Amendment 27	This Amendment issued to add a 2022 Dodge price and to post revised Exhibit B s32.
Amendment 28	This Amendment issued to add 2022 RAM 1500 Classic prices and to post revised Exhibit B s33.
Amendment 29	This Amendment issued to post revised Exhibit B s34.
Amendment 30	This Amendment issued to add 2022 Ford Expedition prices and to post revised Exhibit B s35.
Amendment 31	This Amendment adds the results of Supplemental Solicitation 21PSX0165 and Exhibit B s36.
Amendment 32	Amendment 32 has been issued to update the Contract Administrator to Madelyne Colon (03.29.22)
Amendment 33	Amendment 33 has been issued to reflect Supplement 7 to the contract and Supplement 37 to the Exhibit B Price Schedule to reflect 2023 pricing on some General Motors and Ford vehicles.
Amendment 34	Amendment 34 has been issued to reflect Supplement 8 to the contract and Supplement 38 to the Exhibit B Price Schedule to reflect 2023 pricing on Ford F-150 vehicles.
Amendment 35	Amendment 35 has been issued to reflect Supplement 9 to the contract and Supplement 39 to the Exhibit B Price Schedule to reflect 2023 pricing on Ford F-150 Lightning, Ford Explorer, and Ford Ranger 08.19.22 (Maddy)
Amendment 36	Amendment 36 has been issued to reflect Supplement 10 to the contract and Supplement 40

	to the Exhibit B Price Schedule to reflect 2023 pricing on Ford Transit Connect, Ford Edge, and Ford Expedition 08.30.22 (Maddy)
Amendment 37	Amendment 37 has been issued to reflect Supplement 11 to the contract and Supplement 41 to the Exhibit B Price Schedule to reflect 2023 pricing on Chevrolet Malibu and Equinox 08.31.22 (Maddy)
Amendment 38	Amendment 38 has been issued to reflect Supplement 12 to the contract and Supplement 42 to the Exhibit B Price Schedule to reflect 2023 pricing on Dodge Charter, Dodge Durango, and Ram 09.07.22 (Maddy)
Amendment 39	Amendment 39 has been issued to reflect Supplement 13 to the contract and Supplement 43 to the Exhibit B Price Schedule to reflect 2023 pricing on Ford Escape vehicles 09.23.22 (Maddy)
Amendment 40	Amendment 40 has been issued to reflect Supplement 14 to the contract and Supplement 44 to the Exhibit B Price Schedule to reflect 2023 pricing on Ford Mustang Mach E vehicles 09.30.22 (Maddy)
Amendment 41	Amendment 41 has been issued to reflect Supplement 15 in the contract and Supplement 45 to the Exhibit B Price Schedule to reflect 2023 pricing for Ford Mustang vehicles 10.07.22 (Maddy)
Amendment 42	Amendment 42 has been issued to reflect Supplement 16 in the contract and Supplement 46 to the Exhibit B Price Schedule to reflect 2023 and 2024 pricing for Ford 250 through 550, Econoline, and some Nissan vehicles (11.2.22 Maddy)
Amendment 43	Amendment 43 has been issued to reflect Supplement 17 in the contract and Supplement 47 to the Exhibit B Price Schedule to reflect 2024 pricing for Ford F650-750 vehicles (11.15.22 Maddy)
Amendment 44	Amendment 44 has been issued to reflect Supplement 18 of the contract and Supplement 48 to the Exhibit B Price Schedule to reflect 2023 pricing for Chevrolet Suburban vehicles (11.29.22 Maddy)
Amendment 45	Amendment 45 has been issued to reflect Supplement 19 to the contract and Supplement 49 to the Exhibit B Price Schedule to reflect 2023 pricing for GMC Yukon (01.05.2023 Maddy)
Amendment 46	Amendment 46 has been issued to reflect Supplement 20 to the contract and Supplement 50 to the Exhibit B Price Schedule to reflect 2023 pricing on some Ram, Jeep, Chrysler, and Mercedes vehicles (Maddy 01.31.23)
Amendment 47	Amendment 47 has been issued to reflect the update on the model names from Dodge Durango

	Police to Dodge Durango Pursuit and Dodge Charger Police to Dodge Charger Pursuit (Maddy 02.14.23)
Amendment 48	Amendment 48 has been issued to reflect supplement 21 in correction by adding US1 Chevrolet of Milford LLC that was awarded in supplemental bid 21PSX0165 for contract 19PSX0161 Chevrolet Bolt EUV model. (Maddy 04.18.2023)
Amendment 49	Amendment 49 has been issued to reflect supplement 22 to reflect new expiration date from September 30, 2023 to September 30,2024. (Maddy 05.18.2023)
Amendment 50 and 51	Amendment 50&51 has been issued to update Exhibit B S50 and S51.
Amendment 52	Amendment 52 has been issued to reflect supplement 23 to update the Exhibit B Price Schedule 6.2.2023. (Marisol 6.2.23)
Amendment 53	Amendment 53 has been issued to reflect supplement 24 of the contract to post an updated Exhibit B Price Schedule highlighted in blue for 2024 pricing for Ram, Dodge, Chevrolet, and GMC vehicles. (Maddy 07.12.23)
Amendment 54	Amendment 54 has been issued to reflect supplement 25 of the contract to post an updated Exhibit B Price Schedule highlighted in blue for 2024 Pacifica Touring-L vehicle (Maddy 07.13.23)
Amendment 55	Amendment 55 has been issued to reflect supplement 26 of the contract and post an updated Exhibit B Price Schedule highlighted in blue for 2024 Ford vehicles (Maddy 08.01.23)
Amendment 56	Amendment 56 has been issued to reflect supplement 27 to the contract and post an updated Exhibit B Price Schedule for Ford Mustang, Chevy Blazer, Chevy Express Van 2500 & 3500, and GMC Savana. (Maddy 08.14.23)
Amendment 57	Amendment 57 has been issued to reflect supplement 28 to the contract and post an updated Exhibit B Price Schedule for Nissan Altima, Pathfinder, and Murano vehicles. (Maddy 09.29.23)
Amendment 58	Amendment 58 has been issued to reflect supplement 29 to the contract and to update Exhibit B Price Schedule for F150 pricing and vehicle code change for 2024, pricing for Transit Cargo and Transit Pass vehicles (Maddy 10.04.23)
Amendment 59	Amendment 59 has been issued to reflect supplement 30 to the contract and to update Exhibit B Price Schedule for 2024 Tahoe's and Suburban vehicles. (Maddy 10.17.23)
Amendment 60	Amendment 60 has been issued to reflect supplement 31 to the contract for acceptance of

	2025 pricing for all vehicles on contract effective October 25, 2023 through December 31, 2023 (Maddy 10.25.23)
Amendment 61	Amendment 61 has been issued to reflect supplement 32 of the contract for 2024 pricing for the following vehicles Ford Lightning, Explorer, Ram Cab Chassis, and Promaster Cargo Vans highlighted in blue. 2025 Ford Medium Duty and Econoline vehicles highlighted in yellow. (Maddy 11.16.23)
Amendment 62	Amendment 62 has been issued to reflect supplement 33 of the contract for 2024 pricing for Chevrolet Colorado vehicles highlighted in blue. (Maddy 11.28.23)
Amendment 63	Amendment 63 has been issued to reflect supplement 34 of the contract for 2024 pricing for Ram 1500 Classic Model vehicles highlighted in blue. Removal of Gengras Chevrolet as a vendor on contract, this change does not affect any other Gengras Motor Group dealership on contract. (Maddy 01.03.23)
Amendment 64	Amendment 64 has been issued to reflect supplement 34 of the contract for 2024 Ford Transit Vans highlighted in blue (Maddy 02.16.24)

Contract Additional Information

Field Title	Field Description
Agrees to Supply Political SubDivisions	Yes
Core Catalog Item Contract	No

Contract Clauses

No Clause(s) found

Catalog Names

No catalog(s) found

Document(s)

Document Name	Upload Date
019_0161 CONTRACT DOCUMENTS s35.pdf	February 16, 2024
019_0161 Exhibit B Price Schedule S63 02.16.24.xlsx	February 16, 2024
Multiple Supplier Contract Summary 01.03.24.xlsx	January 03, 2024

Administrative Document(s)

No Documents Found

Authorization

State of CT - DAS Procurement	DAS Construction Services
Executive Branch	Children and Families, Dept. of
Connecticut State Library	Correction, Dept. of
Andover, Town of	Developmental Services North
Developmental Services West	Developmental Services Central
Early Childhood, Office of	Economic and Community Development
Education, Dept. of	Emergency Serv. & Public Protection
Energy & Environmental Protection	Housing, Dept. of
Insurance, Dept. of	Labor, Dept. of
Mental Health & Addiction Services	Military Department
Policy & Management, Office of	Public Health, Dept. of
Rehabilitation Services, Dept. of	Revenue Services, Dept. of
Social Services, Dept. of	Connecticut Library Consortium
Constitutional Office	Quasi Public State Agencies
DAS Property Acquisition	DAS Leasing
DAS Real Property Sales	Developmental Services, Dept. of
Developmental Services South	DDS Provider Contracts
DAS Property Management	Aging & Disability Services
Education & Services for the Blind	Agricultural Experiment Station
Agriculture, Dept. of	Auditors of Public Accounts
Charter Oak State College	Commission On Human Rights
Connecticut State University System	Consumer Council, Office of
Criminal Justice, Division of	Governmental Accountability
State Contracting Standards Board	Victim Advocate, Office of
Governor, Office of the	Higher Education, Dept. of
Insurance & Risk Management	Lieutenant Governor, Office of the
Medical Examiner, Office of Chief	Motor Vehicles, Dept. of
State Ethics, Office of	Capital Community College
Central Connecticut State Univ.	CT State Colleges & Universities
Eastern Connecticut State Univ.	Housatonic Community College
Quinebaug Valley Comm. College	Southern Connecticut State Univ.
Three Rivers Comm. College	University of Connecticut
UConn Health Center	Western Connecticut State Univ.
Comptroller, Office of State	Treasurer, Office of State
CT Teachers' Retirement Board	Transportation, Dept. of
DOT - Purchasing	Veterans' Affairs, Dept. of
Protection & Advocacy, Office of	Ansonia Housing Authority
Workforce Competitiveness Office Of	Gateway Community College
Manchester Community College	Middlesex Community College
Naugatuck Valley Comm. College	Northwestern CT Comm. College
Norwalk Community College	Tunxis Community College
Colleges & Universities	Secretary of the State
Connecticut Port Authority	Connecticut Lottery Corporation
Connecticut Science & Exploration	Connecticut Development Authority
Connecticut Green Bank	Regional Water Authority
Boards, Commissions and Councils	Developmental Disabilities
Connecticut Siting Council	Consumer Protection, Dept. of
CT Retirement Security Authority	Elections Enforcement Commission
Fire Prevention & Control	Firearms Permit Examiners, Board of

Freedom of Information Commission	Police Officer Standards & Training
Property Review Board	Psychiatric Security Review Board
Siting Council	State Academic Awards, Board for
State Board of Accountancy	State Marshal Commission
Workers' Compensation Commission	DAS Business Office
A-Z Corp	F8 Properties
RM Bradley	Simon Konover
Owens Services	LAZ Parking
DOT - Construction Contracts Unit	Office of the Attorney General
Legislative Branch	Not For Profits
Non-Executive Agency	Cities, Towns & Municipalities
Ansonia, City of	Ashford, Town of
Avon, Town of	Beacon Falls, Town Of
Berlin, Town of	Bethany Board of Education
Bethel, Town of	Bethany, Fire Marshall
Bethlehem, Town of	Bloomfield Public Schools
Branford, Town of	Bridgeport, City of
Bridgeport Economic Development Cor	Bridgeport Housing Authority
Bristol, City of	Brookfield, Town of
Brookfield Public Schools	Brookfield Water Pollution Control
Brooklyn Public Schools	Burlington, Town of
Canterbury Public Schools	Canton, Town of
Capital Region Development Auth.	Capitol Region Council Governments
Capitol Region Education Council	Cheshire, Town of
Chester, Town of	Clinton, Town Of
Colchester, Town of	Columbia, Town of
Coventry, Town of	Cromwell, Town of
Danbury, City of	Danbury Housing Authority
Darien, Town of	Derby, Town of
Durham, Town of	East Granby, Town of
East Haddam, Town of	East Hampton Board of Education
East Hartford, Town of	East Hartford Housing Authority
East Hartford Public Schools	East Haven, Town of
East Lyme, Public Schools	East Lyme, Town of
East Lyme, Public Works	Bethany, Town of
East Hampton, Town of	Enfield, Town of
Enfield Housing Authority	Farmington, Town of
Farmington Public Schools	Glastonbury, Town of
Glastonbury Housing Authority	Guilford, Town of
Guilford Public Schools	Hartford, City of
Hartford Energy Improvement Dist.	Greater Hartford Transit District
Hartford Housing Authority	Hartford Public School
Middletown, City of	Middletown Board of Education
Middletown Housing Authority	Norwalk, City of
Norwalk Public Schools	Norwalk Transit District
Norwich, City of	Norwich Community Development
Norwich Housing Authority	Preston, Town of
Preston Board of Education	Putnam, Town of
Putnam Public Schools	Somers, Town of
Somers Board of Education	South Windsor, Town of

South Windsor Board of Education
Southington, Town of
Stratford, Town of
Suffield, Town of
Torrington, City of
Bridgeport Transit Authority
Ledyard Public Schools
Vernon Housing Authority
Voluntown, Town of
Waterbury, City of
West Hartford, Town of
Westport, Town of
Wethersfield, Town of
Woodbridge, Town of
Ellington Public Schools
Housatonic Resources Recovery Auth.
Sherman Board of Education
Willimantic Housing Authority
East Windsor, Town of
Fairfield, Town of
Granby, Town of
Griswold, Town of
Groton, Town of
Hamden, Town of
Jewett City, Borough of
Lebanon, Town of
Madison, Town of
Mansfield, Town of
Meriden, City of
Middlefield, Town of
Monroe, Town of
Morris, Town of
New Britain, City of
New Fairfield, Town of
New Haven, City of
New Milford, Town of
Newtown, Town of
North Haven, Town of
Old Saybrook, Town of
Oxford, Town of
Plainville, Town of
Pomfret, Town of
Regional School District No. 1
Regional School District No. 8
Ridgefield, Town of
Roxbury, Town of
Southbury, Town of
Stafford, Town of
Stonington, Town of
Thompson, Town of

South Windsor Housing Authority
Southington Board of Education
Stratford Housing Authority
Suffield Public Schools
Torrington, Public School
Ledyard, Town of
Vernon, Town of
Vernon Board of Education
Voluntown Board of Education
Waterbury Housing Authority
West Hartford Nutrition Services
Westport Public Schools
Wethersfield Housing Authority
Woodbridge School District
Hampton Board of Education
Salem Board of Education
Wallingford Housing Authority
Winchester Public Schools
Essex, Town of
Franklin, Town of
Greenwich, Town of
Groton, City of
Haddam, Town of
Hebron, Town of
Killingly, Town of
Lyme, Town of
Manchester, Town of
Marlborough, Town of
Middlebury, Town of
Milford, City of
Montville, Town of
Naugatuck, Town of
New Canaan, Town of
New Hartford, Town of
New London, City of
Newington, Town of
North Branford, Town of
North Stonington, Town of
Orange, Town of
Plainfield, Town of
Plymouth, Town of
Portland, Town of
Regional School District No. 14
Regional School District No. 17
Rocky Hill, Town of
Simsbury, Town of
Sprague, Town of
Stamford, City of
Thomaston, Town of
Tolland, Town of

Barkhamsted, Town of	Trumbull, Town of
Waterford, Town of	West Haven, City of
Westbrook, Town of	Weston, Town of
Windham, Town of	Windsor Locks, Town of
Windsor, Town of	Wolcott, Town of
Woodstock, Town of	CT Metro. Council of Governments
LEARN	CT River Valley Council of Gov.
Metropolitan District Commission	Naugatuck Valley Council of Gov.
NE Transportation / CT Transit	Northeastern CT Council of Gov.
Northeastern CT Transit District	Northwest Hills Council of Gov.
Shelton Housing Authority	So. Central CT Regional Water Auth.
South East Area Transit District	Community Renewal Team
CT Health and Ed. Facilities Auth.	CT Housing Finance Authority
Connecticut Innovations	EASTCONN
Materials Innovation & Recycling	Western CT Council of Governments
CET	Connecticut Transit
CT Conference of Municipalities	Connecticut Airport Authority
Western CT Tourism District	Valley Association
Administrative Services	Health Strategy, Office of
State Education Resource Center	Bloomfield, Town of
Brooklyn, Town of	Canterbury, Town of
Ellington, Town of	Hampton, Town of
Salem, Town of	Shelton, Town of
Sherman, Town of	Wallingford, Town of
Winchester, Town of	Cheshire Public Works
Enfield Social Services	Enfield Fleet Services
Middlefield Voluntary Fire Company	New Hartford Public Schools
Portland Public Schools	Baltic Public Schools
Old Lyme, Town Of	Madison Public Works
W. Hartford Bloomfield Health Dist.	West Hartford Fire Department
West Hartford Public Library	Windsor Locks Public Schools
Sharon, Town Of	Regional School District No. 5
CHEFA	Greater New Haven Transit District
Avon Recreation & Parks Department	CHESLA
Oxford Public Schools	Norwalk Redevelopment Agency
Middlebury Public Works	CHFA
Connecticut General Assembly	DPH - Communications
Public Health Systems and Equity	DPH Facility Licensing
Community Family Health and Prevent	Derby Public Schools
Plymouth Housing Authority	ISAAC Charter School
Norwalk, City	MIRA
Judicial Branch	Probate Court Administrator, Office
CAFCA	MARC, Inc. of Manchester
Salisbury, Town of	Willington, Town of
Old Colony Beach Club Association	Deep River, Town of
Deep River Housing Authority	Groton Public Schools
Savin Rock Communities	Regional School District No. 12
Regional School District No. 15	Cheshire Public Schools
CSDNB Board of Education	First District Water Dept., Norwalk
Seymour, Town of	Connecticut Paid Leave Authority

Canton Public Schools
Bolton, Town of
Banking, Dept. of
United Community & Family Services
Derby Public Library
Shelton Economic Development Corp.
Town of Watertown
TOW - Public Works Department
New Haven Parking Authority
Easton, Redding & Region 9 Schools
Winsted Water Works
South Cntrl Regional Council of Gov
Middletown South Fire District
Estuary Transit District
Litchfield, Town of
DOT - Maintenance
Capital Workforce Partners
DPH - Newborn Screening
Kent, Town of
OCPD Assigned Counsel Unit
Healthcare Advocate, Office of the
Regional School District No. 18
Achievement First
Colebrook School
Hamden Housing Authority
Seymour Housing Authority
Capital for Change
Plainfield Public Schools
Lebanon Public Schools
Groton Housing Authority
North Haven Housing Authority
Journey Home
Barnum Museum, The
North Stonington Public Schools
Greenwich Public Schools
Milford Redevmt & Hsng Ptnrshp MRHP
Community Builders Inc, The
Ledge Light Health District
Five Points Arts
New Beginnings Family Academy
DOT - Planning
Morris Housing Authority
Torrington Housing Authority
Windham Region Transit District
Goodwin University
Manchester Housing Authority
Rocky Hill Housing Authority
Weston Public Schools
East Haven Public Schools
Essex Library Association

Eastern Regional Tourism District
Bolton Board of Education
Cromwell Public Schools
The Child & Family Guidance Center
Easton, Town of
TEAM Inc.
Access Health CT
Wolcott Board of Education
Area Coop Ed. Services (ACES)
Southeastern CT Council of Gov
Windham Public Schools
Regional School District No. 13
Beth-El Center
Prospect, Town of
Litchfield Public Works Department
Public Health Preparedness & L H A
CTECS
Somers Public Schools
Public Defender Services, Division
Litchfield Housing Authority
Norwich Free Academy
Stratford Public Schools
Colebrook, Town of
Killingly Public Schools
Monroe Public Schools
Wethersfield Public Schools
Naugatuck Public Schools
DOT - Rail, Office of
Woodbury, Town of
Thomaston Public Schools
Stamford Public Schools
Newington Public Schools
Ridgefield Public Schools
New Milford Board of Education
Freeman Center, The
New Opportunities Inc
Sterling, Town of
Thompson Housing Authority
Branford Public Schools
Portland Housing Authority
Litchfield County Housing Opporntny
Wilton, Town of
Mutual Housing Assoc. Greater Htfd
East Granby Public Schools
North Branford Board of Education
Enfield Public Schools
Cooperative Educational Service CES
Mark Twain House and Museum, The
Workforce Strategy, Office of
Scotland, Town of

DPH Enviro Health & Drinking Water	Griswold Housing Authority
Public Health Workforce Development	Thames River Community Service Inc
Regional School District No. 10	Stafford Public Schools
Harriet Beecher Stowe Center	Regional School District No. 16
Elm City Montessori School	Watertown, Town of
Griffin Hospital	Pomfret Community School
Stamford Museum & Nature Center	CT Housing Partners
Watertown Board of Education	MDA - MIRA Dissolution Authority
Perception Programs	Ashford Housing Authority
Windham Region No Freeze Project	New Reach Inc.
Prospect Fire Department	Community Solutions Inc
CT Institute for the Blind Oak Hill	West Hartford Housing Authority
Boys & Girls Club of Greenwich	Redding, Town of
Bridges Healthcare Inc	Sheldon Oak Central Inc
Integrated Day Charter School	Elderly Housing Management Inc
Regional School District No. 4	Southeastern Ct Water Authority
Montville Housing Authority	New Samaritan Parkville
Greater Dwight Development Corp	Southington Housing Authority
Harwinton, Town of	Windsor Housing Authority
CSDE - Child Nutrition	Housing Authority
New London Housing Authority	Estuary Council of Seniors Inc
Coventry Housing Authority	CJIS-CT
YWCA Hartford Region	Woodstock Public Schools
Stamford Urban Redevelopment Commis	Bridgewater, Town of
Montville Board of Education	DEEP - COUNCIL SOIL WATER CONSERVAT
New London Homeless Hospitality Cen	Naugatuck Valley Health District
Killingworth, Town of	Preston Parks & Recreation
East Windsor Public Schools	DPH Firearm Injury Prevention
Goodwin Univ Educational Services	North Central Conservation District
Naugatuck Housing Authority	Bethel Housing Authority
Winchester Housing Authority	Bristol Housing Authority
OSC Procurement	Derby Water Pollution Control Auth
DOT - Engineering & Construction	ConnCORP LLC
Family Centers Inc.	TEEG
Mercy Housing and Shelter Corp	Elm City Communities - Housing Auth
Connecticut Public Broadcasting	Colchester Board of Education
Ascentria Care Alliance	Lutheran Services Association
Berlin Housing Authority	Charter Oak Cultural Center
Boys & Girls Village	DAS Commissioner, Office of
CT Institute - Refugees & Immigrant	Middlesex County Chamber Commerce
Christian Community Action	



Office of the Finance Director

City of West Haven
 355 Main Street
 West Haven, Connecticut 06516

MARB Contract Form

Contract Name	Installation of LPR Video Detection System			
City Agency	Police			
Vendor Utilized	Utility Communications			
Address	920 Sherman Avenue			
City, State, Zip	Hamden, CT 06515			
Procurement Process	<input checked="" type="checkbox"/> Bid/RFP [2025-14] <input type="checkbox"/> State Contract [Enter State Contract Number] <input type="checkbox"/> Cooperative Agreement [Enter Source Name and Contract No] <input type="checkbox"/> Sole Source <input type="checkbox"/> Other Source []			
No of Bid/RFP Respondents	3 Omini Data LLC \$434,853.17 Utility Communication \$310,159.00 Packetalk \$288,000.00			
Quote No('s) if applicable				
Source of Funds	Special Duty Services Account			
Quantity	1.0	Price Per:	\$0.00	Total Price \$310,159.00
Purpose of Transaction (Please give a detailed explanation for the purpose of the transaction. This should not be one / two sentences.)	<p>The City advertised an RFP for LPR Dealers/Resellers for the procurement, installation, and configuration of traffic cameras and License Plate Recognition (LPR) systems across thirteen (13) site locations, with a total of twenty-four (24) cameras. The Police Department reviewed all three proposals, and the decision was made to go with Utility rather than the Packetalk because of the integration with surrounding towns. Packetalk was the cheapest but does not have any other customers in Connecticut at this time.</p>			
Department Submission [Name and Title]	Chief Joseph Perno			
Finance Review and Submission [Name and Title]	Kathy Chambers, MBA, MPA, Senior Buyer, Procurement Analyst Michael Gormany, Finance Director			

AGREEMENT

THIS AGREEMENT dated the 9 day of September 2024, by and between the City of West Haven, a municipal corporation in the State of Connecticut, hereinafter referred to as the "City", acting herein by its _____, hereunto duly authorized, and **Utility Communications, Inc., 920 Sherman Avenue, Hamden, CT 06514**, hereinafter referred to as the "Contractor", acting herein by Robert J. Manfield Jr. its CEO, duly authorized.

WITNESSETH

WHEREAS, the Contractor and the City have completed negotiations and drafted this Agreement; and

WHEREAS, the City has accepted the Contractor's Proposal for said work, pursuant to the terms hereinafter set forth.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **SCOPE OF SERVICES.** The scope of services shall consist of those duties, functions, obligations, responsibilities, and tasks set forth in the Contractor's Proposal, attached hereto as Exhibit A and incorporated herein.

The Contractor agrees to comply with all laws, ordinances, rules and regulations of Federal, State and Municipal authorities and departments, relating to, or affecting, the work hereunder, or any part thereof to give all requisite notices to proper authorities, and to pay all proper and legal fees and charges thereof, without requiring reimbursement from the City.

2. **COMPENSATION.** The City shall pay as compensation to the Contractor for all the goods and services set forth in Paragraph 1 of this Agreement the sum of **three hundred ten thousand one hundred fifty nine dollars. (\$310,159.00)**

The City shall pay the Contractor the total contract sum, subject to additions and deductions consistent with approved change orders. The total contract sum of \$310,159.00 does not include a performance bond or credit for trade-in equipment.

Modifications to the following payment terms must be negotiated and accepted in writing. Payment terms will be made according to the following schedule:

- a. Parts, equipment, labor and engineering invoiced monthly as specified equipment is received and verified.

Upon receipt of the final application for payment, the Contractor shall also submit to the City data establishing its satisfactory completion of all obligations under the contract. The City will inspect the work and if it has been completed in accordance with the terms and conditions of this

Agreement, then the entire balance shall become due and payable, and any mechanics liens shall be released.

- 3. TIME OF COMMENCEMENT AND COMPLETION OF WORK.** Upon execution of this Agreement, the Contractor shall submit to the City a schedule of work progress, to be agreed upon by the Contractor and the City. This schedule shall be used as a basis for the Design, requests for access to poles to Eversource and installation and optimization of LPR cameras.

The Contractor agrees to commence work hereunder upon written receipt from the City a "Notice to Proceed" and to finish said design, installation, and optimization and to deliver the same to the City complete in every respect according to said specifications. The time for completion may be extended to any reasonable delay, which is due exclusively to causes beyond the control and without the fault of the Contractor, including Eversource, acts of God, fires, floods and labor disputes.

The Contractor shall perform said work in an efficient and diligent manner. It is agreed and understood that time is of the essence, and that if the Contractor fails to perform the work within the period allowed, the City shall have the right to terminate this Agreement and/or pursue appropriate legal recourse for the Contractor's breach of this Agreement.

- 4. REVIEW OF WORK.** The Contractor shall permit the City, its officers, agents, and employees, to review, at any time, all work performed under the terms of the Agreement at any stage of the work.
- 5. WARRANTY.** The Contractor warrants the work against defects in materials and workmanship for a period of one (1) year from the date of completion and final acceptance. Furthermore, at no additional cost, Contractor shall provide service and repairs, with a response time of no more than one day. In the event of an emergency or service call, the City shall contact the Contractor at 203-287-1306 or other designated telephone number.
- 6. INDEMNIFICATION.** The Contractor acknowledges that it is an independent Contractor and shall at all times indemnify and save harmless the City of West Haven and its officials, officers, agents and employees on account of and from any and all claims, damages, losses, liabilities, judgments, workers compensation payments, litigation expenses, legal counsel fees as well as all other damages and costs of every name and description arising out of injuries to persons (including death) or damage to property sustained or alleged to have been sustained by (a) officials, officers, agents and employees of the City of West Haven or (b) the contractor, his subcontractors or material men or (c) any other person, which injuries occur or are alleged to have occurred on or near the work or to have been caused in whole or in part by the acts, omissions or neglect of the contractor or his subcontractor or material men or by reason of his or their use of faulty, defective or unsuitable materials, tools or equipment of defective design in constructing or in performing the work. The existence of insurance shall in no way limit the scope of this indemnification. The contractor further undertakes to reimburse the City of West Haven for damage to property of the City of West Haven caused by the contractor, or his employees, agents, subcontractors or material men or by faulty, defective or unsuitable material or equipment used by him or them.

7. **ASSIGNMENT.** The Contractor shall not assign, subcontract, or transfer any portion of the work set forth herein without the prior written approval of the City.
8. **BOOKS AND RECORDS.** The Contractor shall maintain or cause to be maintained all records, books, or other documents relative to charges, costs, expenses, fees, alleged breaches of Agreement, settlement of claims, or any other matter pertaining to the Contractor's demand for compensation by the City for a period of not less than three (3) years from the date of the final payment for work performed under this Agreement.
9. **INSURANCE.** The Contractor shall secure, pay for and maintain such insurance as statutorily required to protect it from claims under the Workers' Compensation Acts, claims for damages because of bodily injury, including but not limited to claims for personal injury, sickness or disease or death of any person as a result of the nature of its work under the terms of this Agreement, and from all claims for damages because of injury to or of destruction of property, including but not limited to loss of use resulting therefrom which may arise out of any of the services provided pursuant to this Agreement.

The Contractor agrees, upon the signing of this Agreement, to supply to the Purchasing Agent of the City of West Haven the following:

- (a) A certificate of insurance evidencing Worker's Compensation insurance as required by State law.
- (b) The endorsement of the contractor's general liability insurance policy in the minimum amount of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate, naming the City of West Haven, its officers, agents, and employees as an additional insured.
- (c) A certificate of insurance evidencing the contractor's professional liability insurance policy in the minimum amount of One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) in the aggregate.

If any insurance required herein is to be issued or renewed on a "claims made" form as opposed to an "occurrence" form, the retroactive date for coverage shall be no later than the commencement date of this Agreement and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least sixty (60) months.

The insurance requirements of the Agreement are an integral element of the Agreement. Any defect in the insurance required in this Agreement may result in termination of this Agreement, at the sole option of the City.

10. **REPRESENTATION.** The Contractor represents that it is an expert in relation to the work to be performed under this Agreement. The Contractor further represents that it has the requisite skill, expertise, and knowledge necessary to perform the scope of services required under the terms of this Agreement, including any supplementary work and the City relies upon said representation in executing this Agreement.

11. CONTRACT EXTRAS. It is specifically understood and agreed by the Contractor that all contract extras, change orders and changes in scope of services regarding this contract shall be governed by the City Charter, Code of Ordinances and the Purchasing Rules and Regulations. The City shall not be liable for payment of any additional costs unless the provisions of the City Charter and/or the Code are fully complied with.

Subject to the above, the Contractor agrees that City may in its discretion make mutually agreeable alterations, deviations, additions or omissions from the aforesaid plan and specifications, without affecting or making void this agreement. In such case, the Contractor and City shall evaluate and appraise such mutually agreeable alterations, deviations, additions or omissions and add to or deduct from the amount herein to be paid to the Contractor and the excess of deficiency occasioned by said alterations, deviations, additions or omissions shall be agreed in writing. In the event that any alterations, deviations, additions or omissions are made, a reasonable additional time may be allowed to the Contractor for the work caused thereby.

12. NON-APPROPRIATION. Contractor acknowledges that the City is a municipal corporation and that the City's obligation to make payments under this Agreement is contingent upon the appropriation by the City's Legislative Council for funds sufficient for such purposes, for each budget year in which this Agreement is in effect. If sufficient funds to provide for the payment(s) hereunder are not appropriated, the City may terminate this Agreement upon notice in writing to the Contractor.

13. TERMINATION. This Agreement may be terminated by the City upon seven (7) days prior written notice to the Contractor in the event of substantial failure to perform the terms of this Agreement by the Contractor, as solely determined by the City.

14. MEDIATION. Any claim, dispute or other matter in question arising out of or relating to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceeding by either party. The parties to this Agreement shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association. The request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. The parties shall share the mediator's fee and filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

15. GOVERNING LAWS. This Agreement shall be governed by the laws of the State of Connecticut

This Agreement entered as of the day and year first written above.

City of West Haven (Signature)


(Printed name and title)

Utility Communications, Inc. (Signature)

ROBERT J. MANKISUD JR. - CEO

(Printed name and title)

This contract is approved as to correctness of form.



Corporation Counsel

LPR Bid Decision

Craig Thompson <cthompson@whpd.com>

Fri 9/6/2024 2:04 PM

To:Kathy Chambers <KChambers@WestHaven-CT.gov>

Cc:Chief Joseph Perno (WHPD) <jperno@whpd.com>;Deputy Chief Flemmig <cflemmig@whpd.com>

Good afternoon Kathy,

I just left a meeting with the Chiefs where we discussed the 3 bids. They have decided that they would like to move forward with the Utility bid for Rekor. The decision was made to go with Rekor rather than the Packetalk because of the integration with surrounding towns. Packetalk was the cheapest but does not have any other customers in Connecticut at this time. Utility was the cheaper (\$120,000 difference) of the two Rekor systems.

Please let me know how we proceed from here. I know this was approved by City Council when the funds were going to be from ARPA. But I would like to get moving on this ASAP knowing that the next MARB subcommittee meeting is September 26 and Full MARB meeting is October 3. If City Council is needed we could still make the second meeting in September.

Thank you again for all the help.

Sergeant Craig Thompson
200 Saw Mill Road
West Haven, CT 06516
203-232-5808
cthompson@whpd.com

The City of West Haven

*RFP Traffic Cameras and License Plate Readers
(LPR's)*

West Haven Police Department



**UTILITY
COMMUNICATIONS, INC.**

920 Sherman Ave.
Hamden, CT 06514
(800) 443-1306

UTILITY COMMUNICATIONS, INC.

920 Sherman Avenue • Hamden, Connecticut • 06514
Phone: (203)287-1306 (800)443-1306 Fax: (203)248-9167

August 26, 2024

Chief Perno
West Haven Police Department
200 Sawmill Road
West Haven, CT
06516

Dear Chief Perno,

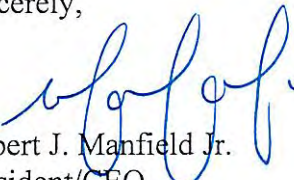
Utility Communications, Inc. is pleased to submit a proposal for the City of West Haven Police Department, Traffic cameras and license plate reader (LPR) system. We have invested considerable time and manpower in the development of our proposal and solution and have considered all requirements very carefully.

Utility Communications is currently the only Rekor Premier license plate reader dealer in the State of Connecticut. We're authorized to sell, install and service the Rekor LPR camera product lines and have many years of experience installing street camera systems for Police Departments. We have a large, trained staff and we are very confident we can meet any design, sales, service, maintenance and installation requirements for the City of West Haven.

The largest departments in Connecticut have chosen Rekor to be their LPR partner, for many reasons. Rekor's open platform LPR system is superior in plate reading, vehicle classifying, information sharing, and the only provider of video streams from the camera.

We look forward to the opportunity to review our proposal with the Madison Police Department, which will remain in effect for 30 days from the RFQ due date. If you have questions concerning our proposal or any other matter, please do not hesitate to call on us at any time.

Sincerely,


Robert J. Manfield Jr.
President/CEO

City of West Haven

Traffic Cameras and License Plate Readers (LPRs)

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Section 7 Equipment Literature & Specifications



920 Sherman Avenue • Hamden, Connecticut • 06514
Phone: (203)287-1306 (800)443-1306 Fax: (203)248-9167

Vendor Overview

- **Utility Communications, Inc.**
920 Sherman Ave.
Hamden, CT 06514
Phone: (203) 287-1306
Fax: (203) 248-9167
* Home office and the location that will service the City of West Haven Police Department.
- The Company was organized in June, 1969 – Incorporated (C Corporation) in Connecticut in July, 1970 and has been engaged in services under our present name for over 50 years (no parent company or companies).
- Utility Communications has over 41 employees. We have well over a dozen employees that are dedicated to the LPR systems, camera, VMS and access control design, engineering, sales, service and installation as well as additional support personnel.
- The primary line of business for Utility Communications is Public Safety communications and security. We are one of the top 100 dealers in the United States for Motorola Solutions in our two-way radio portfolio. We are one of the largest dealers for Rekor, Milestone, S2 and Axis cameras in the Northeast. We have developed one of the finest teams in Connecticut to provide value added services to the Public Safety communications and security market.
- Utility Communications experience in work similar to the RFP specifications can be found in the “Client Base” reference list.
- Utility Communications has never failed to perform or complete any work awarded to us. Utility Communications has never defaulted on a contract.
- Utility Communications has no pending legal actions or any other factors that would affect our ability to perform or complete this project.
- Utility Communications has never filed for bankruptcy.
- All inquiries regarding this proposal should be directed to:

Jessica Manfield
Sales Representative
920 Sherman Ave.
Hamden, CT 06514
Phone: (203) 287-1306
Fax: (203) 248-9167
jessicam@utilitycommunications.com

Robert J. Manfield Jr. *
CEO
920 Sherman Ave.
Hamden, CT 06514
Phone: (203) 287-1306
Fax: (203) 248-9167
bobm@utilitycommunications.com

* Authorized to bind the Corporation in contractual negotiations with the Town

- Project Manager will be:

William Buckley
LPR Installation Specialist
920 Sherman Ave.
Hamden, CT 06514
Phone: (203) 287-1306
Fax: (203) 248-9167
billb@utilitycommunications.com

- Utility Communications is willing to provide any pertinent financial statements and furnish any other information or sign a release that may be required by the City of West Haven.
- Utility Communications tax ID numbers:
FEIN# 06-0863774
CT Registration# 0718437-000
CONCORD# 0047590

Qualifications

Utility Communications is one of the largest video security integrators in Connecticut. We are the only Rekor Premier dealer in the state and one of the largest security dealers in New England. We have sold and maintain some of the largest security systems in the state for the City of New Haven, City of Waterbury and the City of Middletown. We have put together one of the best teams of video security professionals and have designed, installed, and deployed some of the leading systems in the state.

Utility Communications had partnered with Rekor to provide the best solution for the City of West Haven Police Department's LPR requirements and has established a platform for system migration with the existing systems and software.

Utility Communications is a state licensed vendor for repairs, service and installations and we hold a valid V9 dealer license as required to install and maintain the equipment provided as part of any project by the State of Connecticut Department of consumer affairs. Our company is licensed by the state for communications and security repair and installations and have valid E1, C6, C5, L5, R2 and E2 licenses and ETA technician certifications.

Our ability to deliver the most reliable video and LPR systems on the market at the most effective cost have allowed us to grow into one of the largest video security dealers in the State of Connecticut. We have worked closely with many agencies to update and enhance their video systems, wireless, access control and VMS equipment. Utility Communications is a financially solid corporation with over fifty years of growth and experience in the communications and security industry. We have over forty (40) employees and have built the finest wireless/security team in the state.

Because of our public safety background, our philosophy and approach to video security for Municipalities is different than all our competitors. Our service facility is located only thirty minutes away and we have many technicians and installers that live in the greater New Haven and shoreline area. Utility prides itself on good workmanship, warranty resolutions and meeting equipment replacement emergencies.

Rekor Premier Partners receive the highest level of training and certification in working with Rekor products and are able to offer the full range of Rekor's product portfolio. We have the experience and skills to handle all projects, regardless of complexity. Our Rekor knowledge is far superior to any of our Connecticut competitors and we have installed more Rekor LPR's than any other vendor in CT.

Because many of our customers are Municipalities and public safety agencies, our employees must meet very strict background checks. The State of Connecticut classifies us as working in a high-risk environment, so our employees have to go for random drug and alcohol testing regulated by the State. All of our technicians and installers have been background checked annually to work at the Connecticut State Corrections Department and the UI Company does criminal and financial background checks annually.

State of Connecticut

Department of Administrative Services
Construction Contractor Prequalification Program

This certifies

Utility Communications, Inc.

920 Sherman Avenue, Hamden, CT 06514

As a

Prequalification Construction Contractor

December 7, 2023 through December 6, 2024

CONTACT INFORMATION

Name: Barbara Gengarely
Phone: 203-287-1306
Fax: 203-248-9167
Email: barbarag@utilitycommunications.com

Name: Edward Abrams
Phone: (203) 287-1306
Fax: (203) 248-9167
Email: eda@utilitycommunications.com

Effective Date	Aggregate Work Capacity (AWC)	Single Limit (SL)	Classifications
12/7/2023	\$ 4,000,000.00	\$ 2,000,000.00	ALARM SYSTEMS, TELECOMMUNICATIONS

Classification Name	Description
ALARM SYSTEMS	Installation, renovation, repair and maintenance of low voltage fire protection, security and other types of alarm systems.
TELECOMMUNICATIONS SYSTEMS	Installation, repair and maintenance of telephone, intercom, television, computer network or related equipment for a major communication system within a building.

This certificate prequalifies the named company to bid. It is not a statement of the Contractor's capacity to perform a specific project. That responsibility lies with the awarding authority.

Company Licenses/Registrations: It is the Contractor's responsibility to update their license information by editing their electronic application. Licenses are confirmed by the Department of Administrative Services at the time of initial application and at each renewal.

For information regarding the DAS Contractor Prequalification Program visit <http://portal.ct.gov/dasprequal> or call (860) 713-5280.

Printed 8/30/23

Name: Mary Bunton
Phone: 203-287-1306
Fax: 203-248-9167
Email: maryb@utilitycommunications.com

Name: Robert Manfield
Phone: 203-287-1306
Fax: 203-248-9167
Email: bobm@utilitycommunications.com

This certificate prequalifies the named company to bid. It is not a statement of the Contractor's capacity to perform a specific project. That responsibility lies with the awarding authority.

Company Licenses/Registrations: It is the Contractor's responsibility to update their license information by editing their electronic application. Licenses are confirmed by the Department of Administrative Services at the time of initial application and at each renewal.

For information regarding the DAS Contractor Prequalification Program visit <http://portal.ct.gov/dasprequal> or call (860) 713-5280.

Printed 8/30/2011

State of Connecticut

Department of Administrative Services

Supplier Diversity Program



This Certifies

Utility Communications, Inc.

920 Sherman Avenue Hamden CT 06514

As a

Small Business Enterprise

December 12,2024 through December 12,2026

Owner(s): Robert Manfield

Contact: Barbara Gengarely

Telephone: 203-287-1306 Ext **FAX:** 203-248-9167

E-Mail: barbarag@utilitycommunications.com

Web Address: www.utilitycommunications.com

****Affiliate Companies:**

Handwritten signature of Meg Yetishelsky in black ink.

Supplier Diversity Director

Handwritten signature of Natalia Deluca in black ink.

Supplier Diversity Specialist

** A contractor awarded a contract or a portion of a contract under the set-aside program shall not subcontract with any person(s) with whom the contractor is affiliated.

Statement of Work

Utility Communications will meet with West Haven Police Department personnel to review needs and location of equipment. We would work with the BOE to develop the final system standards for recording, storage durations and video quality standards.

An accurate and conclusive inventory of cameras and camera systems that are now in place will be conducted by Utility Communications with the assistance of the City of West Haven Police Department personnel.

We will immediately begin design assistance for the Police Department to finalize proposed system layouts. Verification and needs assessments will be performed to substantiate all our selections and proposed system designs.

Equipment will be ordered upon receipt of a purchase order.

The system components will be installed and connected in their respective locations according to the final design documents, optimized and completed to the satisfaction of the West Haven Police Department.

Utility Communications can assist the Police Department in preparing any Townwide policies and even develop a City of West Haven camera policy if necessary, that lays out items such as FOI, retention, public use and expectation of privacy.

No third-party costs or additional licensing is required to operate the Rekor LPR system.

System Design

Utility Communications has designed this system using our extensive knowledge of LPR for Public Safety, and municipal video requirements. We will utilize the Rekor platform because of its proven performance worldwide and existing configurations in many State of Connecticut municipal applications, enhancing the ability to collaborate for investigations and share information between departments.

We have selected the Rekor EdgeMax and EdgePro platform that will provide a high level of operation in the immediate deployment yet allow future integrations very easily for add-on public safety video cameras.

We have a mixed use of the EdgeMax and EdgePro technologies at individual locations to bring the best value and budget ability per site, rather than use one camera model across all the locations. The quality of the products and the quality and accuracy of the plate reads cannot be matched by any other product line.

The Rekor LPR system excels at data retention and sharing unlike any other product line. Rekor LPR cameras are the only platform that provides video replay of the license plate

capture. The Rekor Scout interface is intuitive and simple to use, accessible from anywhere at any time.

Rekor Blue smartphone app allows the police department personnel to use advanced data capture in the palm of their hand.

Maintenance & Service:

Utility Communications would optimize the entire LPR system, including any provided components upon completion of a system installation.

We offer remote system support for the Rekor LPR systems, during business hours. Utility Communications is a local company with offices in Hamden, CT and can provide on scene assistance and repairs with a few hours' notice.

Six months after the initial installation Utility Communications can conduct a complete preventive maintenance check on the system, make any necessary repairs/programming and provide a written report to the City of West Haven.

Utility Communications will provide the sales, installation and maintenance on all of the proposed equipment and have successfully done so many times for the Public Safety market.

All installation work will be performed in accordance with all laws and regulations and performed with the highest degree of workmanship. The system provided in our proposal will be a turn-key installation. All repairs, maintenance and installations will be performed in the City of West Haven by qualified, licensed technicians.

Project Management:

Utility Communications upon award of the contract would assign William Buckley as the sole Project Manager for this system installation. He will provide the City of West Haven with all required information, reports and objectives and be readily available at any time during this project for the personnel of the City. Billy has installed hundreds of Rekor LPR cameras and is an expert at LPR camera systems, their IT requirements and LPR Network Cameras.

He will have the authority to make decisions on any process or procedure during the project and make any necessary changes to complete the project to the complete satisfaction of the West Haven Police Department.

Factory Authorized Sales & Service:

Utility Communications, Inc. is a factory authorized sales and service facility and is actively engaged in sales and service of the Rekor products for all the equipment proposed in this RFP package.

We are the only Premier Dealership for Rekor products in the state. Utility has committed to the training (Engineering/sales/service and installation), certifications and revenue goals necessary to maintain this level. We have the experience in large system design and installations and the dedicated team to satisfy all the requirements for the West Haven Police Department effectively.

Training:

We will provide the training programs for the various products laid out in the RFP and take no exceptions as provided.

Warranty:

Utility Communications, Inc. will warranty all the equipment and labor including shipping, travel time for a period of one - (1) year from the system acceptance as required by the RFP.

The Rekor products have a five (5) year factory warranty.

Permits and Insurance:

Utility Communications, Inc. will obtain any and all permits required by the City of West Haven for the scope of this project at no additional cost to the City. The City of West Haven should waive all applicable fees for permits.

West Haven Police Department will supply police personnel if required for traffic control for repairs, alignment and installation if required.

Utility Communications, Inc. will provide copies of all insurance certificates required by the City for the scope of this project at no additional cost to the City.

Shipping charges:

Utility Communications will prepay any and all shipping and handling charges and have included them in our proposal price.

Conditions:

Utility Communications agrees to adhere to all the conditions set forth in the RFP under each subsection. With no exceptions.

State DAS Contractor Prequalification Certification & Set-Aside:

Utility Communications has a current DAS certificate and have included a copy in our response as required as well as the Updated Bid Statement copy required.

We have a Connecticut DAS – Small Business Enterprise certificate that is valid through December 10, 2024, assuring our compliance with this requirement. A copy has been attached with our RFP response.

Client Base

City of New Haven

Ms. Rebecca Bombero
Deputy CAO
Chief Administrators Office
(203) 946-7903

Elisabeth White
RTCC Detective
New Haven Police Department
(203) 946-6316

Utility Communications, Inc. has installed and maintains a citywide video system with over 3000 IP Cameras throughout the City of New Haven. We have sold and installed 195 Rekor LPR cameras for the Police Department. We have been responsible to design and engineer the systems as well as provide, install and maintain the systems for all municipal agencies. The agencies include Police, Fire, Board of Education, Parks, Traffic Department, DPW, Emergency Management, Information Technology, Libraries and Engineering.

Every Municipal Agency in the citywide video system utilizes Rekor, Axis Cameras and Milestone XProtect Corporate platform. Service started in 2007 and is ongoing as of this date.

City of Middletown

Eldon Bailey
Asst Director of IT
Office of Technology Services
(203) 638-4991

Mr. Marco Gaylord
Director of District Operations
Middletown Public Schools
(860) 638-1485

Utility Communications, Inc. has installed and maintains a citywide video system with over 1100 IP Cameras throughout the City of Middletown. We have sold and installed 20 Rekor LPR cameras for the Police and BOE Departments. We have been responsible to design and engineer the systems as well as provide, install and maintain the systems for all municipal agencies. The agencies include Police, Fire, Board of Education, Parks, Parking Department, DPW, Emergency Management, Information Technology, Senior Center and Central Communications.

Every Municipal Agency in the citywide video system utilizes Rekor, Axis Cameras and Milestone XProtect Corporate platform. Service started in 2012 and is ongoing as of this date.

City of Waterbury

Lt. Kevin Switz
Waterbury Police Department
Real Time Crime Supervisor

(203) 574-6920

Utility Communications, Inc. has installed and maintains a citywide video system with over 1100 IP Cameras throughout the City of Waterbury. We have sold and installed 30 Rekor and Milestone LPR cameras for the Police Department. We have been responsible to design and engineer the systems as well as provide, install and maintain the systems for all municipal agencies. The agencies include Police, Board of Education, Parks, DPW, Emergency Management and Information Technology.

Every Municipal Agency in the citywide video system utilizes Rekor, Axis Cameras and Milestone XProtect Corporate platform. Service started in 2019 and is ongoing as of this date.

- Many additional references can be provided upon request.

Rekor LPR Connecticut User List

New Haven Police Department
Waterbury Police Department
Stamford Police Department
Hartford Police Department
Bridgeport Police Department
North Branford Police Department
North Haven Police Department
Meriden Police Department
Bloomfield Police Department
Torrington Police Department
Hamden Police Department
Monroe PD
Naugatuck Police Department
Watertown Police Department
Trumbull PD
Newtown PD
Fairfield Police Department
Orange Police Department
Plymouth Police Department
Middletown Police Department
Middletown Public Schools
Middlebury Police Department
Woodbridge Police Department

Rekor LPR Connecticut Users in Negotiations

Wallingford Police Department

Wolcott Police Department
Milford Police Department
Colchester Police Department
Darien Police Department
Danbury Police Department
Thomaston Police Department
Clinton Police Department
Guilford Police Department
Seymour Police Department
Cromwell Police Department
East Haven Police Department
Branford Police Department
Derby Police Department
East Hampton Police Department
Portland Police Department

CITY OF WEST HAVEN

RFP # 2025-14

Installation of LPR Video Detection System

The City of West Haven is seeking proposals from authorized LPR Dealers/Resellers for the procurement, installation, and configuration of traffic cameras and License Plate Recognition (LPR) systems across thirteen (13) site locations, with a total of twenty-four (24) cameras. The goal is to enhance public safety by utilizing advanced LPR technology.

The City aims to enhance public safety by installing LPR technology throughout the city in key areas. This technology will help deter crime and serve as a forensic tool to assist in solving criminal activity. The cameras will record the exterior of vehicles to capture license plates. The City will only accept proposals from bidders capable of providing full “turnkey” services and who bear all associated costs including permitting, construction, installation, maintenance and training. Consideration will be given to connectivity to cameras in surrounding cities.

The Scope of Work will include but is not limited to:

- Locations:** Thirteen (13) site locations with a total of twenty-four (24) cameras (Locations available upon your request).
- Equipment:** Cover all equipment, infrastructure, subscriptions, software, storage, on-site training, and operational costs.
- Public Safety:** Enhance public safety by installing LPR technology to deter and solve crimes.
- Data Hosting:** The proposed system will be hosted by the offeror LPR, maintaining all data as required by the City.
- Integration:** The system must integrate with existing databases and be compatible with current infrastructure.
- Training:** Provide comprehensive training for personnel in operating and maintaining the system.
- Installation:** Coordinate all site work, including the installation of poles, electrical services, cameras, and LPR hardware.
- Maintenance:** Offer ongoing maintenance, repairs, system upgrades, and routine servicing.

□ **Wireless Connectivity:** Ensure reliable wireless connectivity for data transmission and remote access.

Other detailed specifications will include the following:

1. Cameras and LPR Systems:
 - a. High-resolution cameras capable of capturing clear images of license plates.
 - b. LPR system with real-time data processing and storage capabilities.
 - c. Weather-resistant and vandal-proof camera housings.
 - d. Compatibility with existing traffic management systems.
2. Infrastructure:
 - a. Poles and mounting hardware for camera installation.
 - b. Electrical services to each location, including backup power solutions.
 - c. Secure and tamper-proof enclosures for all hardware.
3. Software and Storage:
 - a. Advanced software for license plate recognition and data management.
 - b. Cloud-based storage solutions with scalable capacity.
 - c. Secure data transmission protocols and encryption.
4. Training:
 - a. On-site training for personnel in operating and maintaining the system.
 - b. Detailed user manuals and troubleshooting guides.
 - c. Ongoing support and refresher training sessions.
5. Maintenance and Support:
 - a. Regular maintenance schedules and emergency repair services.
 - b. Software updates and system upgrades
 - c. 24/7 technical support and remote monitoring capabilities.

The Proposal submission must include:

A statement of the Respondent's Qualification which should be limited to 2 pages. A statement of why the Respondents is best positioned to deliver

A detailed proposal outlining the approach to the scope of work including the approach to the project management and installations services, project coordination oversight, preconstruction, design and project closeout. All associated costs including permitting, construction, installation, LPR equipment, maintenance, repairs, routine services, system upgrades, wireless connectivity and end-user training costs. The Respondent must assume local utilities will not permit mounting on their poles and assume modems which withstand harsh environmental conditions for each location. A Statement of the Respondents qualifications with an assertion of why they are best positioned to deliver the required services which should be signed by an authorized officer declaring complete

understanding of the work and a commitment to perform within the timeframe outlined in the Proposal. A list of titles and representatives authorized to denote the Respondent. Evidence of licenses and certifications required to undertake and complete the project including three (3) references of previous experience on similar projects including government and private clients over the past five (5) years.

All bids will be evaluated based on compliance with the scope of work, cost effectiveness, the experience and reliability of the vendor. The timeline for completion will also be taken into consideration.

The City of West Haven reserves the right to reject any or all bids. All work must comply with federal, state, and local regulations.

1. Submitting a W-9, vendor setup form, updated business license, and ethics form.
 - a. If the vendor is doing business under another name (DBA), a DBA certificate will be required.

All bids will be evaluated based on compliance with the scope of work, cost effectiveness, the experience and reliability of the vendor. The timeline for completion will also be taken into consideration.

All vendors submitting a bid must possess an active business license issued by the State of Connecticut at the time of bid submission. The license must be valid and in good standing through the entire bidding process.

It is the responsibility of the vendor to maintain an active Connecticut business license for the duration of the contract period.

In the event that the vendor's license lapses at any time during the contract period, the City will provide a grace period of 14 calendar days for the vendor to reinstate the license to active status. Failure to reinstate the license within the 14-day grace period may result in termination of the contract at the discretion of the City of West Haven.

Proposals must be received by the City no later than **Thursday, September 5, 2024, 2:00pm**. Later proposals will be considered. Proposals must be submitted in a sealed envelope clearly marked **RFP #2025-14 Installation of LPR Video Detection System** and delivered to Kathy Chambers, Sr. Buyer Procurement Analyst Purchasing Dept., 3rd Floor 355 Main Street, West Haven, CT 06516.

The RFI period for RFP 2025-14 will end **Thursday, August 29, 2024, 12:00pm**.

The City of West Haven reserves the right to reject any and all proposals, to waive any irregularities or informalities in the proposal process, and to accept any proposal deemed to be in the best interest of the City.

This RFP does not obligate the City to award a contract or to pay any cost incurred in the preparation or submission of proposals.

The City of West Haven is committed to ensuring that no person is excluded from participation in or denied the benefit of or subjected to discrimination under any program or activity on the basis of race, color, national origin, disability, age, sex or any other protected status.

Kathy Chambers
Sr. Buyer, Procurement Analyst

CITY OF WEST HAVEN

RFP# 2025-14

Installation of LPR Video Detection System

BID FORM

TOTAL BID PRICE (include breakdown on separate page): \$ _____

COMPANY NAME: _____

CONTACT PERSON: _____

ADDRESS: _____

PHONE NUMBER: _____

EMAIL: _____

SIGNATURE: _____

DATE: _____

1.INSURANCE REQUIREMENTS

Prior to the commencement of the work, and as a condition of site access, the Respondent (referred to hereinafter as the “*Contractor*”) shall deliver to the City of West Haven (referred to hereinafter as the “*Owner*”) a valid and currently dated Certificate of Insurance (COI).

The insurance coverage carried by the Contractor must be placed with and written by an insurance company admitted to do business in the State of Connecticut, and with a rating of A- or better by A.M. Best.

The insurance coverage’s carried by the Contractor (shown below) shall apply regardless of whether the operations, actions, derelictions or failures to act, from which any claim arises, are attributable to the Contractor, a subcontractor, a sub-subcontractor, or any consultant, officer, agent, employee or anyone directly or indirectly employed by any of them, including anyone for whose acts any of the aforementioned may be liable by operation of statute, government regulation or applicable state law. Failure of Contractor to provide a Certificate of Insurance shall in no way limit or relieve Contractor of its duties and responsibilities in this Agreement.

At a minimum, the COI shall indicate that the following coverage’s and limits are in place:

1. Commercial General Liability: Minimum Limits Required:

- \$2,000,000 General Aggregate
- \$2,000,000 Producers/Completed Operations Aggregate
- \$1,000,000 Each Occurrence
- \$1,000,000 Personal and Advertising Injury
- \$100,000 Fire Damage – Any One Fire
- \$5,000 Medical Expense – Any One Person

- The Owner (The City of West Haven and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions) will be included as an **Additional Insured** onto the CGL policy carried by the Contractor. The Additional Insured coverage afforded to the Owner shall apply on a **primary and non-contributory basis** and include **completed operations** coverage's.
- The CGL policy carried by the Contractor shall contain a **Waiver of Subrogation** clause and the Contractor hereby agrees to waive the Contractor's right of recovery against the Owner (the City of West Haven (and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions)).

2. **Business Auto / Commercial Auto Insurance – Minimum Limits required:**

- 1,000,000 Liability
- The Owner (The City of West Haven and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions) will be included as an **Additional Insured** onto the Commercial Auto/ Business Auto policy carried by the Contractor.
- The Business Auto / Commercial Auto policy carried by the Contractor shall contain a Waiver of Subrogation clause and the Contractor hereby agrees to waive the Contractor's right of recovery against the Owner (the City of West Haven, and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions).

3. **Workers Compensation/Employers Liability Insurance**

- Coverages and limits as required by law Connecticut State law
- Employers Liability Limits:
- 500,000 each accident
- 500,000 aggregate for injury by disease
- 500,000 each employee for injury by disease

- The Workers Compensation/Employers Liability policy carried by the Contractor shall contain a Waiver of Subrogation clause and the Contractor hereby agrees to waive the Contractor's right of recovery against the Owner (the City of West Haven and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions).

4. Umbrella Liability/Excess Liability: Minimum Limits required:

- 5,000,000 Each Occurrence
- 5,000,000 General Aggregate
- Policy will provide excess coverage over the Commercial General Liability, Business Auto and Workers Compensation/Employer Liability policies carried by the organization
- The Umbrella / Excess Liability policy carried by the Contractor shall contain a Waiver of Subrogation clause and the Contractor hereby agrees to waive the Contractor's right of recovery against the Owner (the City of West Haven and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions).

No Limitation on Liability

With regard to any/all claims made against the Additional Insured by any employee of the Contractor, any subcontractor or anyone directly or indirectly employed by the Contractor or any subcontractor, or anyone for whose acts the Contractor or any subcontractor might be liable, the indemnification obligation shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workers Compensation acts, disability benefits acts or other employee benefit acts.

Cancellation, Renewal and Modification

The Contractor shall maintain in effect all insurance coverage's required under this agreement at the Contractors sole expense and with insurance companies acceptable to the Owner. The policies shall contain a provision that the

coverage will not be cancelled or non-renewed until at least 30 days prior written notice has been given to the owner.

INDEMNIFICATION:

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Owner, and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions, from and against any/all claims, actions, damages, losses and expenses, including but not limited to attorney's fees, for any actual or alleged injury to any person or persons, including death, or any damage to or destruction of property, arising out of or in connection with the project.

CITY OF WEST HAVEN

355 Main St

West Haven, Connecticut 06516

DISCLOSURE & CERTIFICATION AFFIDAVIT

EVERY SECTION MUST BE COMPLETED

For help completing this form
7-3624

contact Purchasing Director at 203-93

Contractor/Vendor Name:	
Address:	
Telephone and/or Fax #:	
Email Address:	
Contact Person:	

For the purposes of this Disclosure and Certification Affidavit, the following definitions apply:

- (a) "Person" means one (1) or more individuals, partnerships, corporations, associations, or joint ventures.
- (b) "Contract" means any agreement or formal commitment entered into by the city to expend funds in return for work, labor, services, supplies, equipment, materials or any combination of the foregoing, or any lease, lease by way of concession, concession agreement, permit, or per agreement whereby the city leases, grants or demises property belonging to the city, or otherwise grants a right of privilege to occupy or to use said property of the city.
- (c) "City" means any official agency, board, authority, department office, or other subdivision of the City of West Haven.
- (d) "Affiliate Entity" means any entity listed in sections 9 or 10 below or any entity under common management with the Contractor.

State of		County of	
I,		being first duly sworn, hereby deposes and says that:	
	(type or print your name above)		
1.	I am over the age of 18 and understand the obligations of making statements under oath; I understand that the City of West Haven is relying on my representations herein.		
2a.	I am the corporate secretary or majority owner (including sole proprietorship) of	Insert Company Name above	
2b.	Or I am an individual and my name is:	if an individual, insert your name above	
3.	I am fully informed regarding the preparation and terms of the above referenced agreement (the "Agreement") and of all pertinent circumstances related thereto.		

4. Please select the applicable representation(s) regarding taxes or, if none of the below are accurate, attach an explanation of the status of the relevant tax obligations to this Affidavit (mark an "X" in the appropriate box or "NA" if none apply).

4a. As required by Conn. Gen. Stat. §12-41, the Contractor (and each owner, partner, officer, authorized signatory or Affiliate Entity of the Contractor) has filed a list of taxable personal property with the City of West Haven for the most recent grand list and all taxes are current. The Contractor (including any owner, partner, officer or authorized signatory thereof) is not required to file a list of taxable personal property with the City of West Haven for the most recent grand list and does not owe any back taxes to the City of West Haven, either directly or through a lease or other agreement.

4b. The Contractor or an owner, partner, officer, representative, agent or Affiliate Entity of the Contractor either i) has a PILOT agreement with the City of West Haven or ii) owes back taxes and has executed an agreement with the City of West Haven to pay said back taxes in installment payments. Such agreement is attached and incorporated herein by reference and the payments under said agreement are not in default.

4c. Other than as may be described in section 4 above, the Contractor (including any owner, partner, officer, other authorized signatory, or Affiliate Entity) does not have any outstanding monetary obligations to the City of West Haven.

5. Please select the applicable representation about the Contractor's business registration:

6a. Contractor is a Connecticut corporation, partnership, limited liability company or sole proprietorship and its Connecticut Secretary of the State Business ID #: _____
Insert State Registration # above

6b. Contractor is a foreign corporation, partnership, limited liability company or sole proprietorship but is registered to do business in the State of Connecticut. The Contractor's Connecticut Secretary of the State Business ID #: _____
Insert State Registration # above

6c. Contractor is a foreign corporation, partnership, limited liability company or sole proprietorship and is not registered to do business in the State of Connecticut. The Contractor is registered in the State of: _____
Please insert State name above

Contractor has confirmed with the Connecticut Secretary of the State that the services it will provide pursuant to the Agreement do not constitute doing business in the State of Connecticut and no registration with the Connecticut Secretary of the State is required. Contractor does otherwise have the following State of Connecticut registrations, certificates or approvals relevant to the Agreement (if not applicable, state N/A).

City of West Haven – Disclosure & Certification Affidavit (rev 10/17/22)

7. The following list is a list of the names of all persons affiliated with the business of the Contractor who are also affiliated with the City of West Haven. For purposes of this Affidavit, "affiliated with the business of the Contractor" includes any current or former employee (including officers) of the Contractor or any owner, board member or agent of the Contractor, or of any subsidiary or parent company of the Contractor, and "affiliated with the City of West Haven" means any employee, agent, public official, board member, commissioner or any other person serving in an official capacity for or on behalf of the City of West Haven. If none state none. Use

additional sheet if necessary (must be on company letterhead and notarized):

Name	City Affiliation Role & Time Frame	Contractor Affiliation Role & Time Frame	DOB
1			
2			

8. The following list is a list of all contracts in which either the Contractor, any person affiliated with the business of the Contractor or an Affiliate Entity of the Contractor provides, or has provided, services or materials to the City within one (1) year prior to the date of this disclosure. If none, state none. Use additional sheet if necessary (must be on company letterhead and notarized):

Name of Contractor or Affiliate	Affiliation (if applicable)	Contract Number	DOB
1			
2			

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

Organization Name	Address	Type of Ownership
1		
2		

10. The following persons and/or entities possess an ownership interest in the Contractor. If the Contractor is a corporation, list the names of each stockholder whose shares exceed twenty-five (25) percent of the outstanding stock. If none, state none. Use additional sheet if necessary (must be on company letterhead and notarized):

Name	Title	% of Ownership	DOB
1			
2			

11. If the Contractor conducts business under a trade name, the following additional information is required: the place where such entity is incorporated or is registered to conduct such business; and the address of its principal place of business, if none, state none. Use additional sheet if necessary (must be on company letterhead and notarized):

TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1		
2		

I hereby certify that I am duly authorized to sign this Affidavit and that the person who will sign the Agreement with the City on behalf of the Contractor will be duly authorized to execute the same. I hereby further certify that the statements set forth above are true and complete on the date hereof and that I, or another authorized individual of the Contractor, will promptly inform the City, in writing, if any of the information provided herein changes or is otherwise no longer accurate at any point during the execution of the above referenced Agreement. I understand that any incorrect information, omission of information or failure of the Contractor to update this information, as described in the foregoing sentence, may result in the immediate termination of any and all agreements the Contractor has with the City of West Haven and disqualification of the Contractor to further contract with the City.

Signature & Title of person completing this form:			
THIS FORM MUST BE NOTARIZED		NOTARY SEAL (if available)	
Signature of Notary:			
Subscribed and sworn to, before me on this:		Day of	20__
My Commission Expires:			

This form should be mailed or emailed to the purchasing department _____ or included with a specific _____ solicitation.

(This form shall be updated if the Agreement contemplated hereby is not executed within six months of the date hereof.)

PROPOSERS NON-COLLUSION AFFIDAVIT FORM

The undersigned proposer, having fully informed himself/herself/itself regarding the accuracy of the statements made herein, certifies that:

- (1) The proposer developed the proposal independently and submitted it without collusion with, and without any agreement, understanding, communication or planned common course of action with, any other person or entity designed to limit independent competition;
- (2) The proposer, its employees and agents have not communicated the contents of the proposal to any person not an employee or agent of the proposer and will not communicate the proposal to any such person prior to the official opening of the proposal and award.
- (3) No elected or appointed official or other officer or employee of the City of West Haven is directly or indirectly interested in the proposer's proposal, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

The undersigned proposer further certifies that this affidavit is executed for the purpose of disclosure to the City of West Haven to consider its proposal and make an award in accordance therewith.

Legal Name of Bidder

(signature)
Bidder's Representative, Duly Authorized

Name of Bidder's Authorized Representative

Title of Bidder's Authorized Representative

Subscribed and sworn to before me this ____ day of ____ 20__.

Notary Public
My Commission Expires:

CITY OF WEST HAVEN

RFP # 2025-14

LPR WHPD VIDEO

ADDENDUM #I

Superior Electric Questions:

- Specs of the LPR cameras will depend on the vendor to provide the best coverage to cover still images and a video clip of the vehicles.
- Locations are attached above
- There is no current system in place, however, the system should be compatible with surrounding towns' systems
- For budget purposes assume a pole at every location and electrical hook up and we can attempt to get them attached to poles of businesses or city owned poles. This will be a cost savings for the City.
- Assume a modem at every location and the PD will provide a SIM card.
- The PD would like a 5-year license agreement

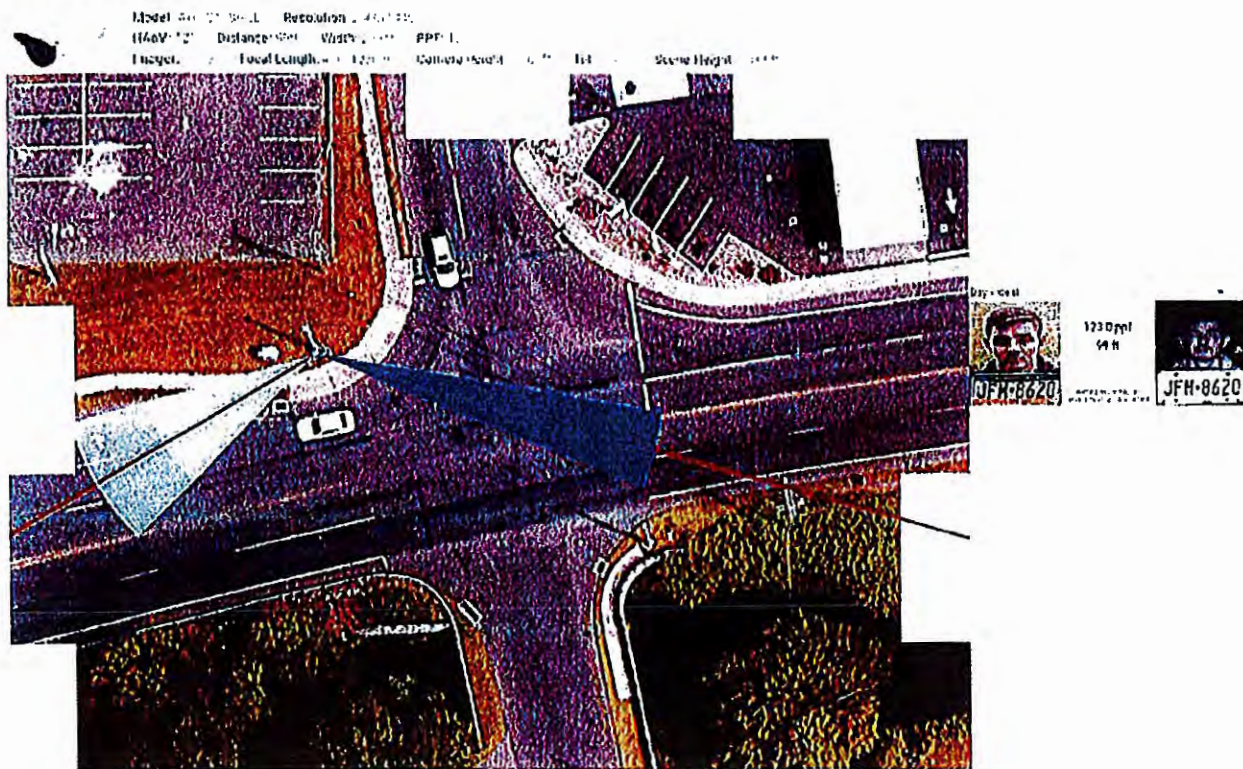
Utility Communications Questions:

- 1- Whom do they list under Additionally Insured for the COI/Accord Cert? City of West Haven this would ensure that the city is protected under the contractor's insurance policy against claims arising from the contractor's work.
 - 2- Is it the City of West Haven Town Hall address or the PD address? – The City of West Haven, 355 Main Street West Haven, CT 06516
- Locations are attached below:
 - Assume poles and electrical hook up at every location and we will attempt to get the cameras attached to poles/signs of businesses or city owned poles for a cost savings for the City.

Overview



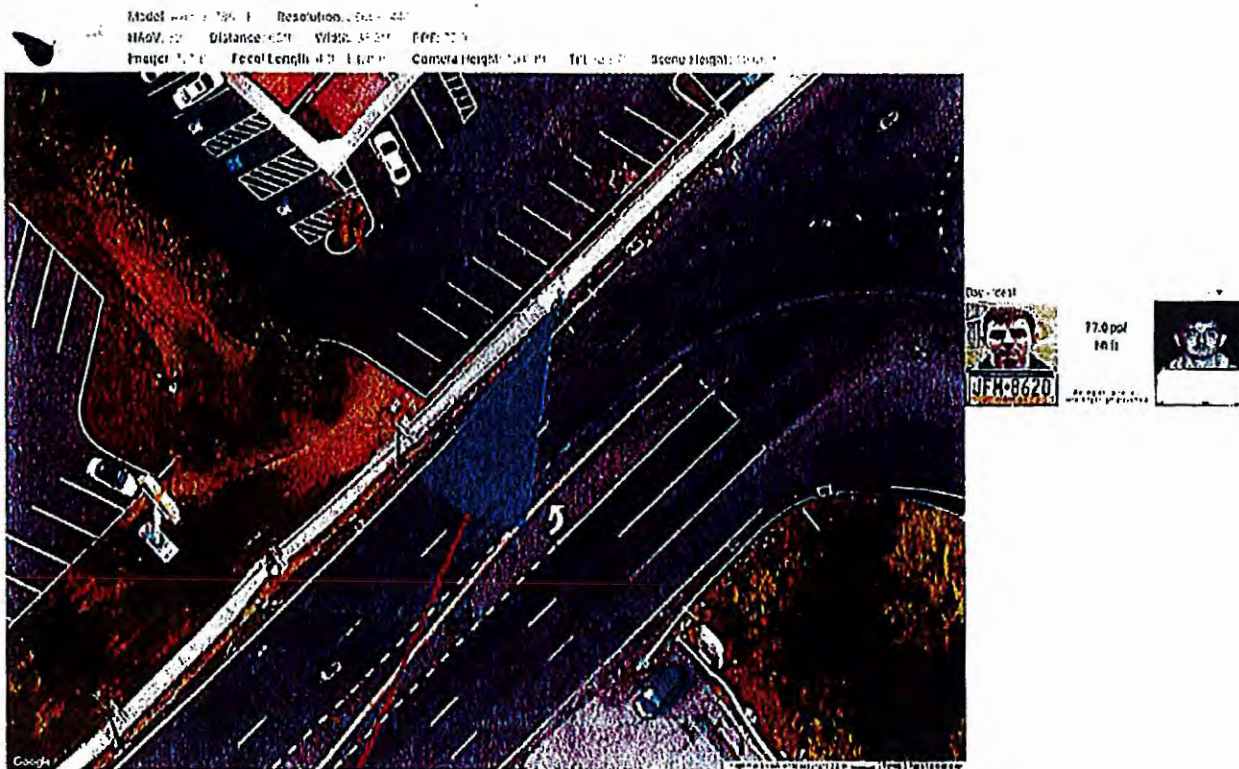
1.1 Sawmill RD & Greta ST EB



1.2 Sawmill RD & Greta ST WB

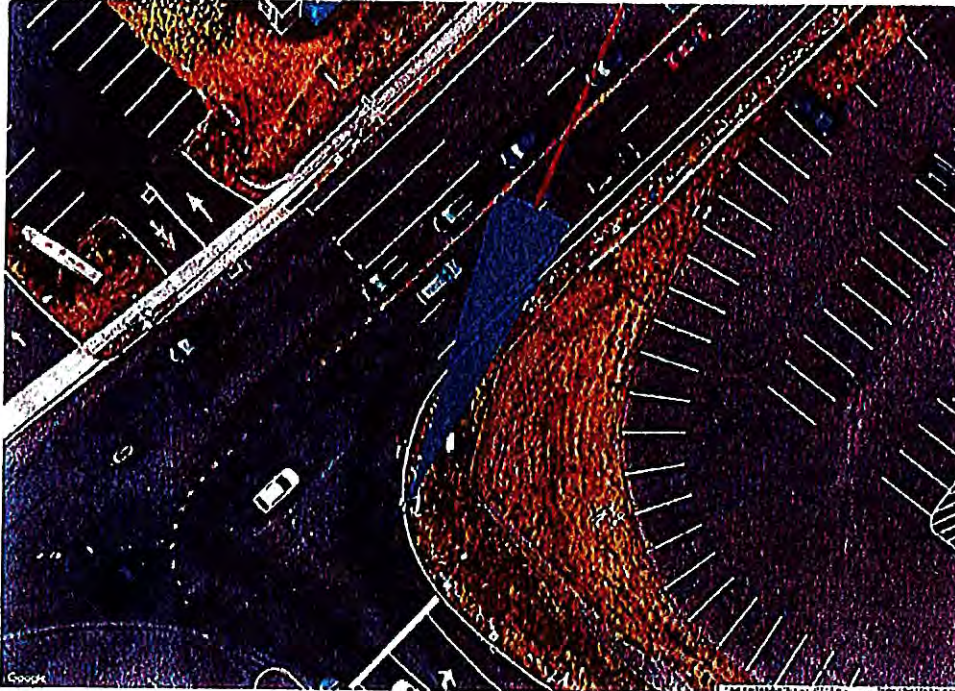


2.1 Sawmill Rd & I-95 SW



2.2 Sawmill Rd & I-95 NE

Model: 1140Y Resolution: 1140Y
Distance: 121' Width: 141' PPI: 141
Images: 1000 Total Length: 400' Camera Height: 200' Scene Height: 100'



3.1 Meadow Brook Rd & Bull Hill LN NW

Model: 1140Y Resolution: 1140Y
Distance: 121' Width: 141' PPI: 141
Images: 1000 Total Length: 400' Camera Height: 200' Scene Height: 100'



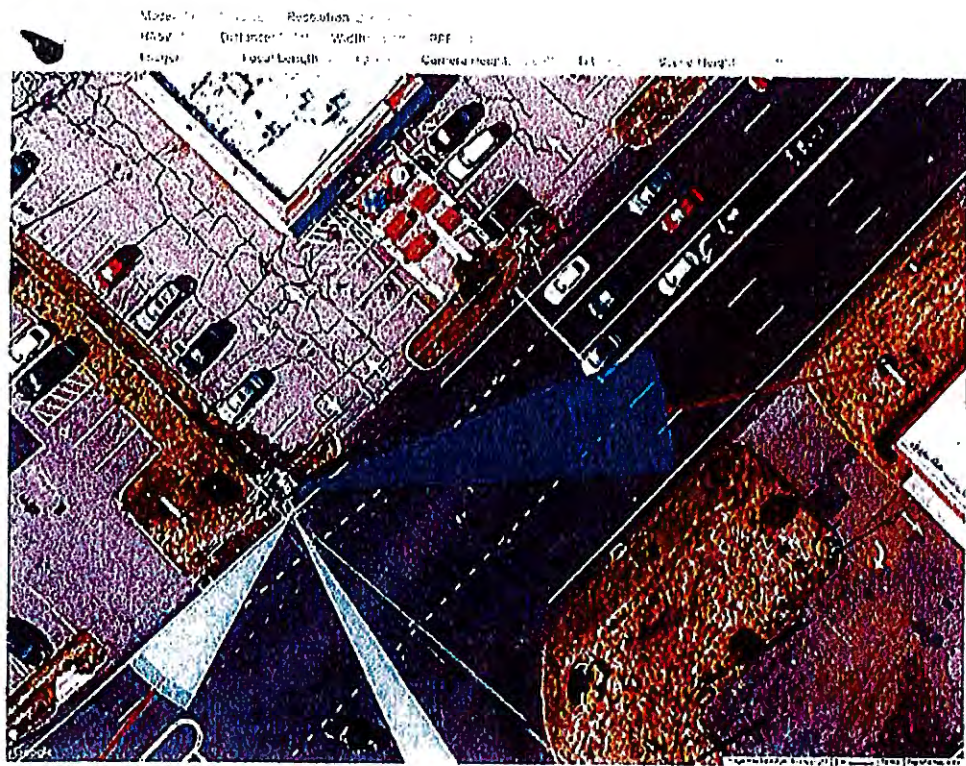
3.2 Meadow Brook Rd & Bull Hill LN SW



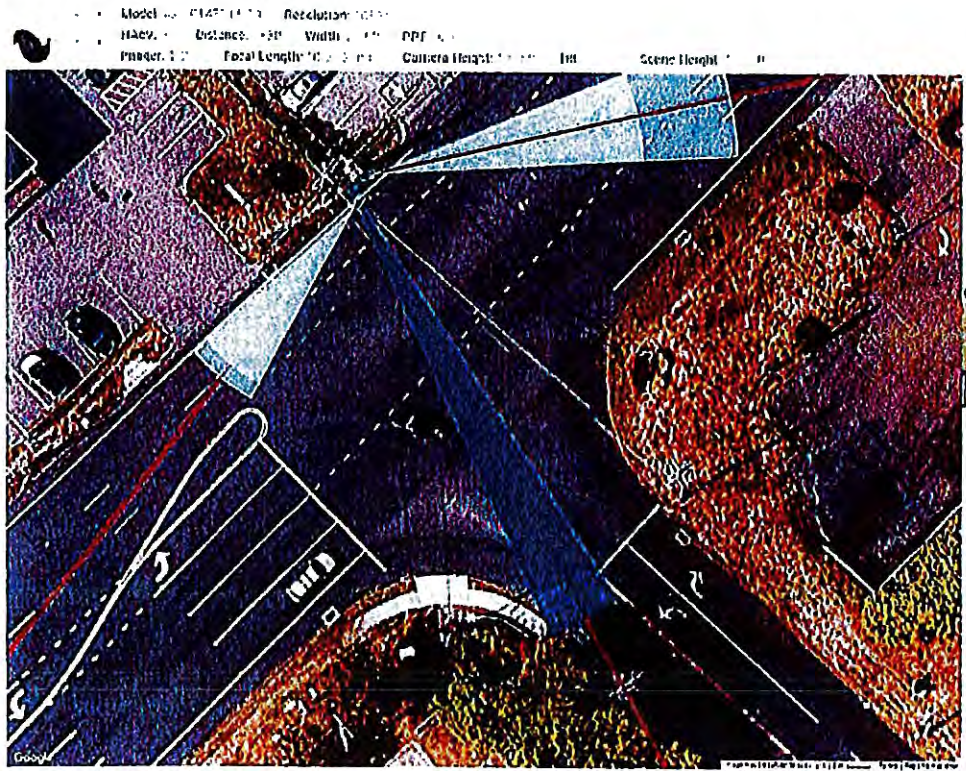
3.3 Meadow Brook Rd & Bull Hill LN SW



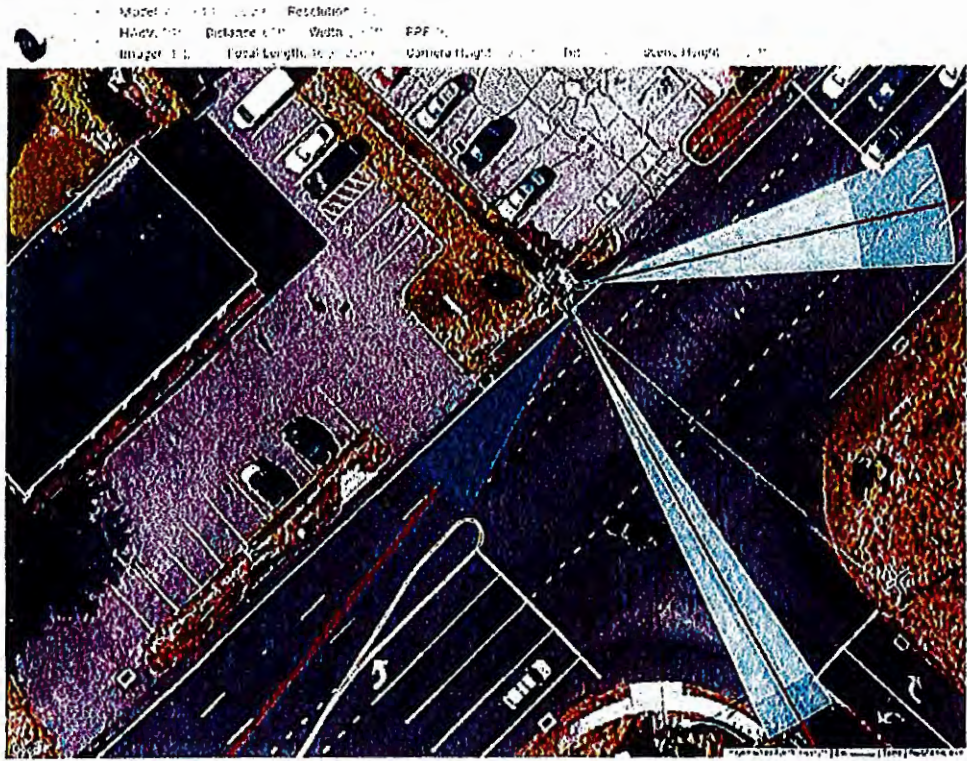
4.1 US 1 and Meloy RD NE



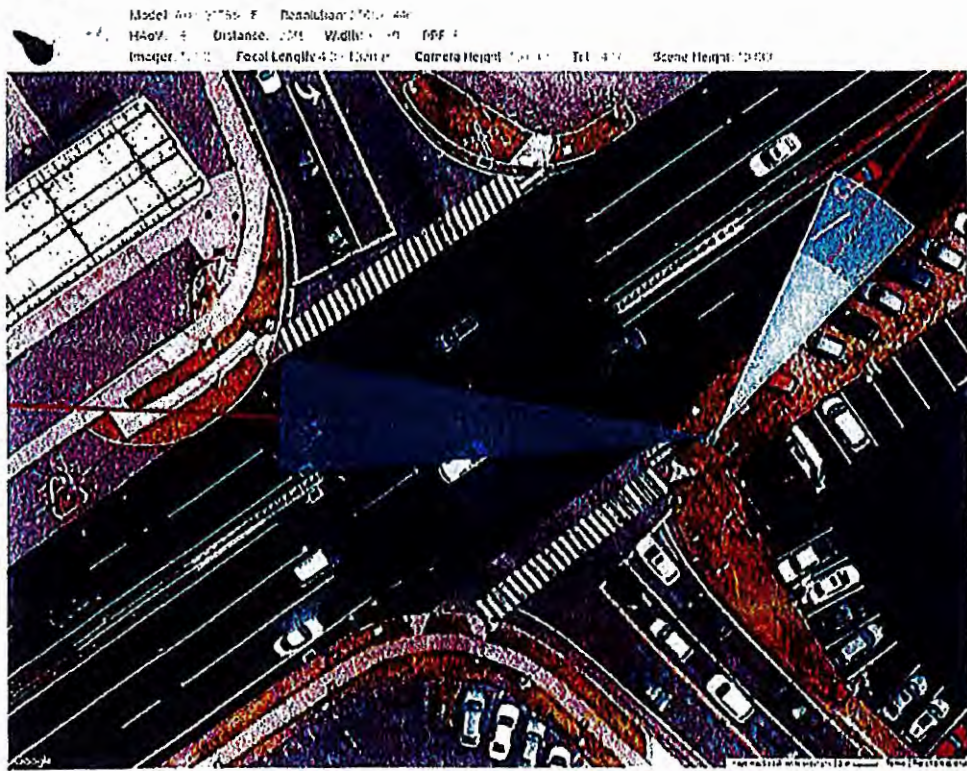
4.2 US 1 and Meloy RD SE



4.3 US 1 and Meloy RD SW

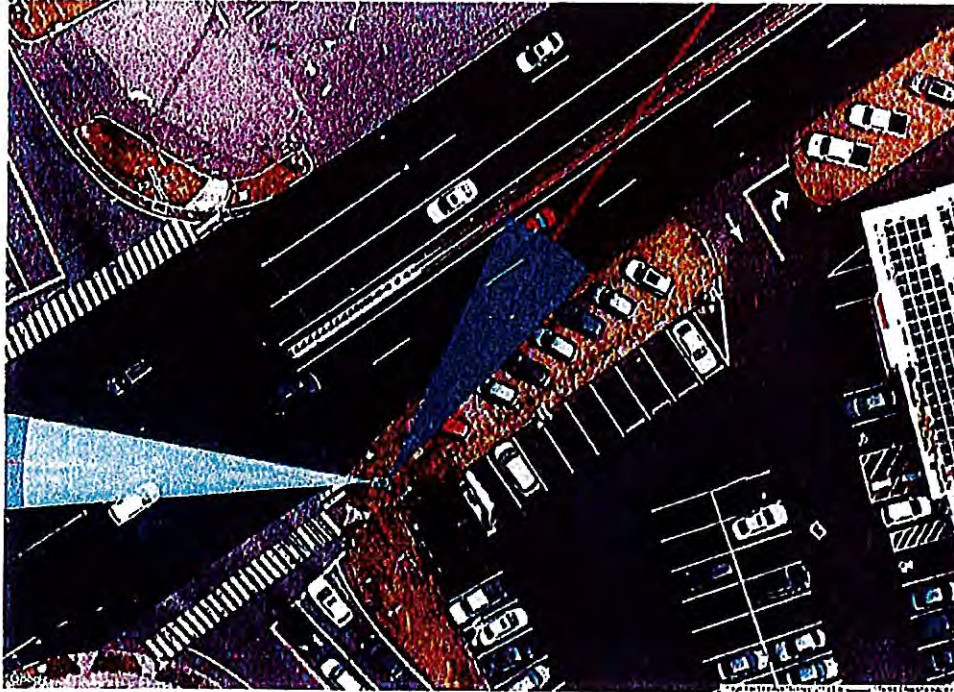


5.1 Rt 34 & Forest RD SW



5.2 Rt 34 & Forest RD NE

Model: H40V Resolution: 1280x720
Distance: 100m Width: 10m PDF: 2020
Images: 10 Focal Length: 4.3m Camera Height: 10m Scene Height: 10m



6.1 US-1 & Mainport Fish & Chips WB

Model: H40V Resolution: 1280x720
Distance: 100m Width: 10m PDF: 2020
Images: 10 Focal Length: 4.3m Camera Height: 10m Scene Height: 10m



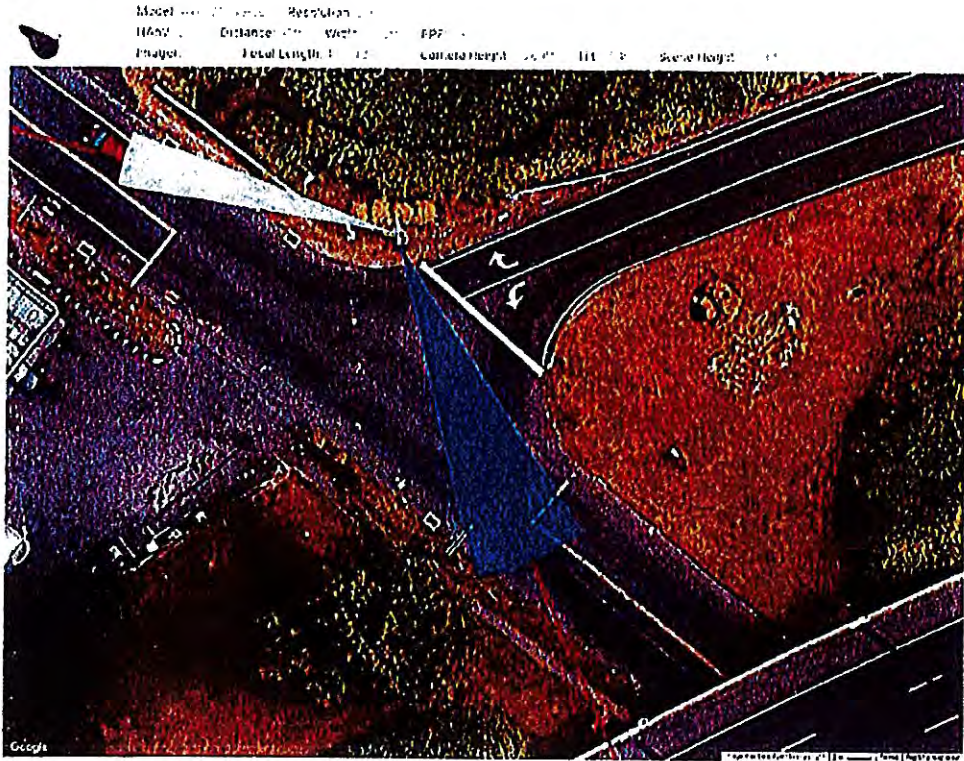
6.2 US-1 & Mainport Fish & Chips EB



7.1 Spring St and Front Ave ?



8.1 First Ave at I-95 Exit SB SE

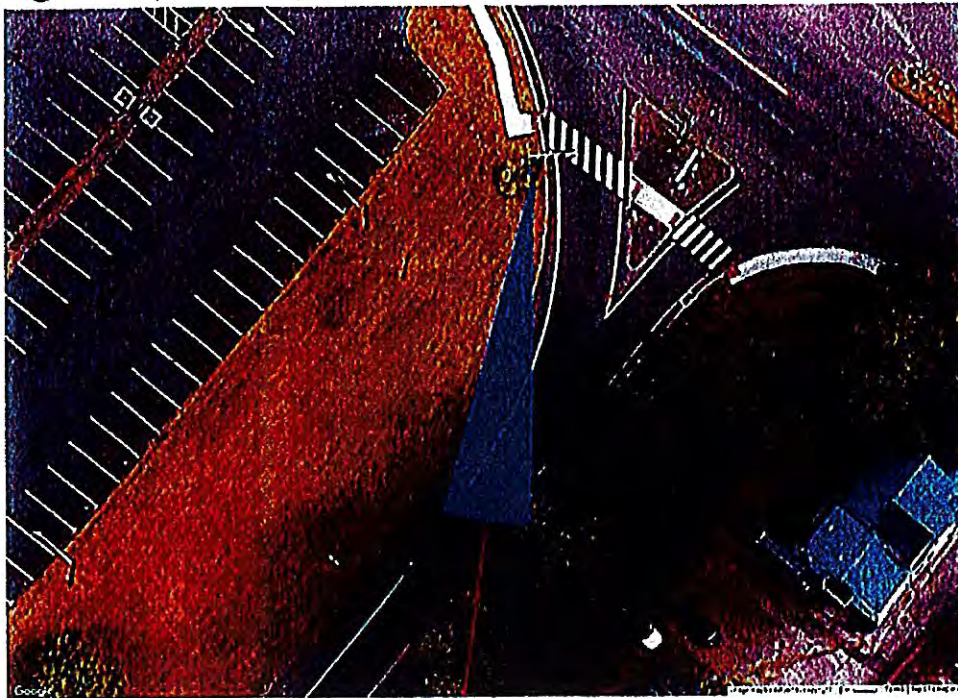


8.2 First Ave at I-95 Exit SB NW



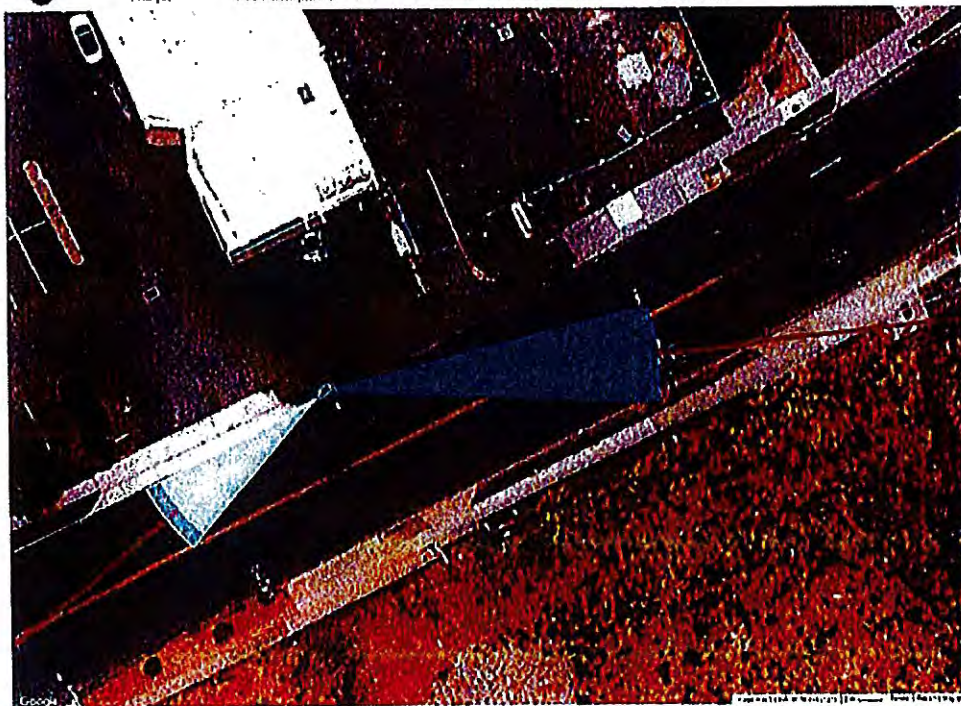
9.1 First Ave at I-95 Entrance

Model: 1000 F Resolution: 2048 x 1536
HAGV: Distance: 100' Width: 25.2' PPI: 7.5
Images: Focal Length: 43' Camera Height: 124.0' Site Height: 124.0'

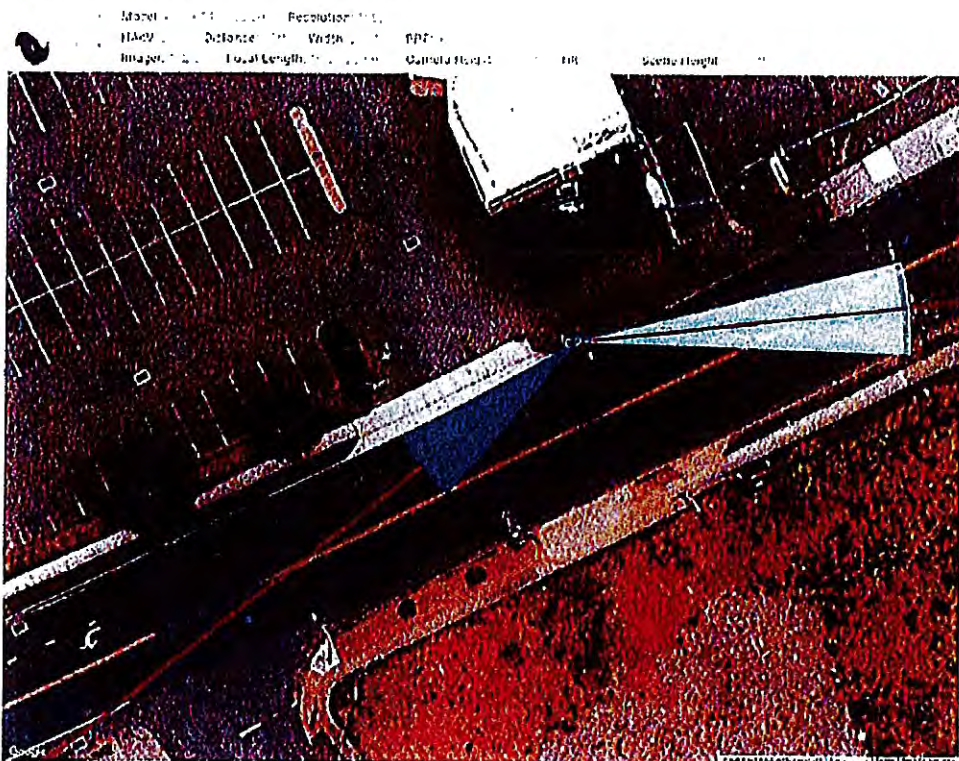


10.1 Elm St & O'Connor Auto EB

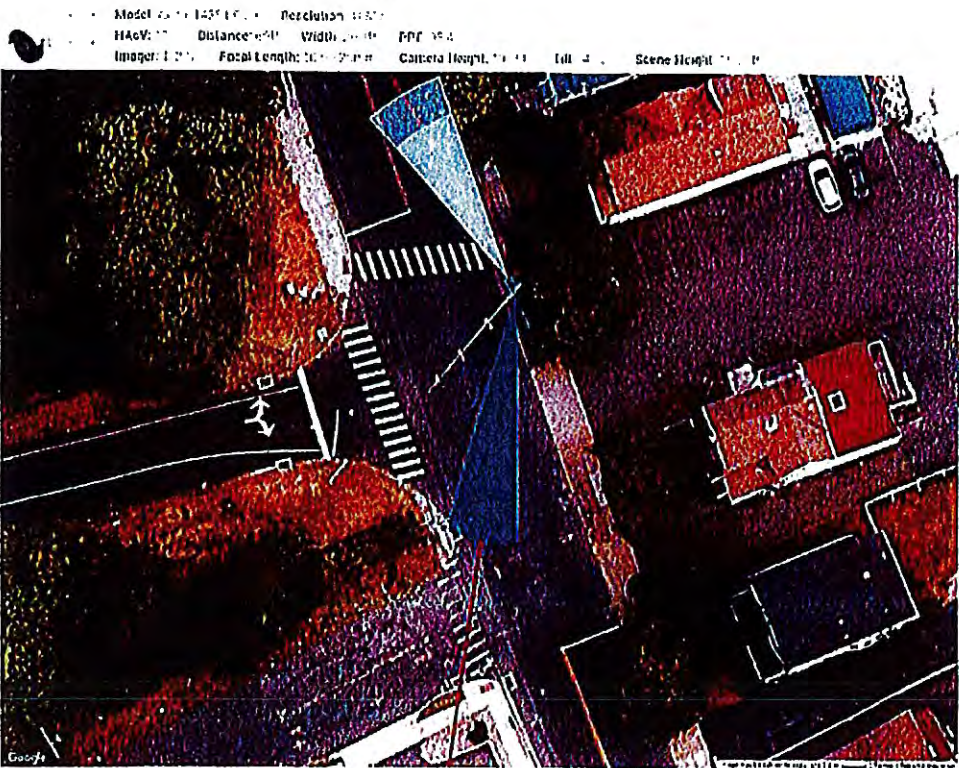
Model: 1000 F Resolution: 2048 x 1536
HAGV: Distance: 100' Width: 25.2' PPI: 7.5
Images: Focal Length: 43' Camera Height: 124.0' Site Height: 124.0'



10.2 Elm St & O'Connor Auto WB



11.1 Campbell Ave & I-95 exit SB



11.2 Campbell Ave & I-95 exit NB

Model: Axiom 1200 Resolution: 1080p
HAW: 1.2 Distance: 190 Width: 15.6 ft PPF: 11.7
Image: 1.2 Focal Length: 10.5 mm Camera Height: 30.0 ft Tilt: 0.0 Scene Height: 10.0 ft



12.1 Campbell Ave at I-95 Entrance SB

Model: Axiom 1200 Resolution: 1080p
HAW: 1.2 Distance: 190 Width: 15.6 ft PPF: 11.7
Image: 1.2 Focal Length: 10.5 mm Camera Height: 30.0 ft Tilt: 0.0 Scene Height: 10.0 ft



13.1 Marginal Dr & Boston Post Rd NB

Model: 1000 Resolution: 2000 x 2000
HAW: 100 Distance: 1000 Width: 1000 PPI: 1
Image: Total Length: 1.0000 Camera: receipt Date: 08/08/2008 Scene Height: 1000



CITY OF WEST HAVEN

355 Main St

West Haven, Connecticut 06516

DISCLOSURE & CERTIFICATION AFFIDAVIT

EVERY SECTION MUST BE COMPLETED

For help completing this form
7-3624

contact Purchasing Director at 203-93

Contractor/Vendor Name:	Utility Communications, Inc
Address:	920 Sherman Avenue Hamden, CT 06514
Telephone and/or Fax #:	203 287 1306
Email Address:	BobM@Utilitycommunications.com
Contact Person:	Robert J. Mansfield Jr.

For the purposes of this Disclosure and Certification Affidavit, the following definitions apply:

- (a) "Person" means one (1) or more individuals, partnerships, corporations, associations, or joint ventures.
- (b) "Contract" means any agreement or formal commitment entered into by the city to expend funds in return for work, labor, services, supplies, equipment, materials or any combination of the foregoing, or any lease, lease by way of concession, concession agreement, permit, or per agreement whereby the city leases, grants or demises property belonging to the city, or otherwise grants a right of privilege to occupy or to use said property of the city.
- (c) "City" means any official agency, board, authority, department office, or other subdivision of the City of West Haven.
- (d) "Affiliate Entity" means any entity listed in sections 9 or 10 below or any entity under common management with the Contractor.

State of	Connecticut	County of	New Haven
I,	Robert J. Mansfield Jr.	being first duly sworn, hereby deposes and says that:	
	(type or print your name above)		
1.	I am over the age of 18 and understand the obligations of making statements under oath; I understand that the City of West Haven is relying on my representations herein.		
2a.	I am the corporate secretary or majority owner (including sole proprietorship) of	Utility Communications, Inc.	
		Insert Company Name above	
2b.	Or I am an individual and my name is:		
		if an individual, insert your name above	
3.	I am fully informed regarding the preparation and terms of the above referenced agreement (the "Agreement") and of all pertinent circumstances related thereto.		

coverage will not be cancelled or non-renewed until at least 30 days prior written notice has been given to the owner.

INDEMNIFICATION:

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Owner, and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions, from and against any/all claims, actions, damages, losses and expenses, including but not limited to attorney's fees, for any actual or alleged injury to any person or persons, including death, or any damage to or destruction of property, arising out of or in connection with the project.

Organization Name	Address	Type of Ownership
1 N/A		
2		

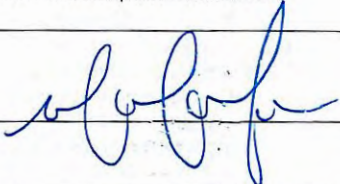
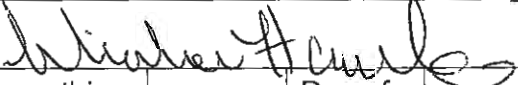
10. The following persons and/or entities possess an ownership interest in the Contractor. If the Contractor is a corporation, list the names of each stockholder whose shares exceed twenty-five (25) percent of the outstanding stock. If none, state none. Use additional sheet if necessary (must be on company letterhead and notarized):

Name	Title	% of Ownership	DOB
1 Robert J Manfield Jr	CEO/President	100	05/27/1962
2			

11. If the Contractor conducts business under a trade name, the following additional information is required: the place where such entity is incorporated or is registered to conduct such business; and the address of its principal place of business, if none, state none. Use additional sheet if necessary (must be on company letterhead and notarized):

TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1 N/A		
2		

I hereby certify that I am duly authorized to sign this Affidavit and that the person who will sign the Agreement with the City on behalf of the Contractor will be duly authorized to execute the same. I hereby further certify that the statements set forth above are true and complete on the date hereof and that I, or another authorized individual of the Contractor, will promptly inform the City, in writing, if any of the information provided herein changes or is otherwise no longer accurate at any point during the execution of the above referenced Agreement. I understand that any incorrect information, omission of information or failure of the Contractor to update this information, as described in the foregoing sentence, may result in the immediate termination of any and all agreements the Contractor has with the City of West Haven and disqualification of the Contractor to further contract with the City.

Signature & Title of person completing this form:	CEO	
THIS FORM MUST BE NOTARIZED	NOTARY SEAL (if available)	
Signature of Notary:		
Subscribed and sworn to, before me on this:	26	Day of August 2021
My Commission Expires:	march 30 2028	

This form should be mailed or emailed to the purchasing department or included with a specific solicitation.

(This form shall be updated if the Agreement contemplated hereby is not executed within six months of the date hereof.)

4. Please select the applicable representation(s) regarding taxes or, if none of the below are accurate, attach an explanation of the status of the relevant tax obligations to this Affidavit (mark an "X" in the appropriate box or "NA" if none apply).

4a. As required by Conn. Gen. Stat. §12-41, the Contractor (and each owner, partner, officer, authorized signatory or Affiliate Entity of the Contractor) has filed a list of taxable personal property with the City of West Haven for the most recent grand list and all taxes are current.

4b. The Contractor (including any owner, partner, officer or authorized signatory thereof) is not required to file a list of taxable personal property with the City of West Haven for the most recent grand list and does not owe any back taxes to the City of West Haven, either directly or through a lease or other agreement.

4c. The Contractor or an owner, partner, officer, representative, agent or Affiliate Entity of the Contractor either i) has a PILOT agreement with the City of West Haven or ii) owes back taxes and has executed an agreement with the City of West Haven to pay said back taxes in installment payments. Such agreement is attached and incorporated herein by reference and the payments under said agreement are not in default.

5. Other than as may be described in section 4 above, the Contractor (including any owner, partner, officer, other authorized signatory, or Affiliate Entity) does not have any outstanding monetary obligations to the City of West Haven.

6. Please select the applicable representation about the Contractor's business registration:

6a. Contractor is a Connecticut corporation, partnership, limited liability company or sole proprietorship and its Connecticut Secretary of the State Business ID #: 0047590
Insert State Registration # above

6b. Contractor is a foreign corporation, partnership, limited liability company or sole proprietorship but is registered to do business in the State of Connecticut. The Contractor's Connecticut Secretary of the State Business ID #: _____
Insert State Registration # above

6c. Contractor is a foreign corporation, partnership, limited liability company or sole proprietorship and is not registered to do business in the State of Connecticut. The Contractor is registered in the State of: _____
Please insert State name above

Contractor has confirmed with the Connecticut Secretary of the State that the services it will provide pursuant to the Agreement do not constitute doing business in the State of Connecticut and no registration with the Connecticut Secretary of the State is required. Contractor does otherwise have the following State of Connecticut registrations, certificates or approvals relevant to the Agreement (if not applicable, state N/A).

City of West Haven -- Disclosure & Certification Affidavit (rev 10/17/22)

7. The following list is a list of the names of all persons affiliated with the business of the Contractor who are also affiliated with the City of West Haven. For purposes of this Affidavit, "affiliated with the business of the Contractor" includes any current or former employee (including officers) of the Contractor or any owner, board member or agent of the Contractor, or of any subsidiary or parent company of the Contractor, and "affiliated with the City of West Haven" means any employee, agent, public official, board member, commissioner or any other person serving in an official capacity for or on behalf of the City of West Haven. If none state none. Use

additional sheet if necessary (must be on company letterhead and notarized):

Name	City Affiliation Role & Time Frame	Contractor Affiliation Role & Time Frame	DOB
1 N/A			
2			

8. The following list is a list of all contracts in which either the Contractor, any person affiliated with the business of the Contractor or an Affiliate Entity of the Contractor provides, or has provided, services or materials to the City within one (1) year prior to the date of this disclosure. If none, state none. Use additional sheet if necessary (must be on company letterhead and notarized):

Name of Contractor or Affiliate	Affiliation (if applicable)	Contract Number	DOB
1 N/A			
2 Rjm	Rjm	Rjm	

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

PROPOSERS NON-COLLUSION AFFIDAVIT FORM

The undersigned proposer, having fully informed himself/herself/itself regarding the accuracy of the statements made herein, certifies that:

- (1) The proposer developed the proposal independently and submitted it without collusion with, and without any agreement, understanding, communication or planned common course of action with, any other person or entity designed to limit independent competition;
- (2) The proposer, its employees and agents have not communicated the contents of the proposal to any person not an employee or agent of the proposer and will not communicate the proposal to any such person prior to the official opening of the proposal and award.
- (3) No elected or appointed official or other officer or employee of the City of West Haven is directly or indirectly interested in the proposer's proposal, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

The undersigned proposer further certifies that this affidavit is executed for the purpose of disclosure to the City of West Haven to consider its proposal and make an award in accordance therewith.

Legal Name of Bidder

(signature)
Bidder's Representative, Duly Authorized

ROBERT J. WANKEL JR
Name of Bidder's Authorized Representative

CEO
Title of Bidder's Authorized Representative

Subscribed and sworn to before me this 26th day of AUG 2024.

Juliana Howard
Notary Public
My Commission Expires: march 30, 2028

CITY OF WEST HAVEN

RFP# 2025-14

Installation of LPR Video Detection System

BID FORM

TOTAL BID PRICE (include breakdown on separate page):

\$ 310,159.00

COMPANY NAME:

Utility Communications

CONTACT PERSON:

Jessica Manfield

ADDRESS:

920 Sherman Avenue
Hamden, CT 06514

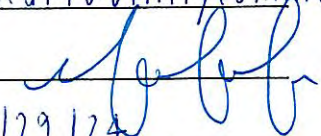
PHONE NUMBER:

203.287.1306

EMAIL:

JessicaM@utilitycommunications.com

SIGNATURE:



DATE:

08/29/24

**West Haven Police Department
Rekor LPR Camera Project
RFP # 2025-14**

Site Locations:

1. Sawmill Road at Mobil Station
Max & Edge Max Add on
2. Sawmill Road at Dennys
Max & Edge Max Addon
3. Sawmill Road/Bullhill at Meadowbrook (168 Bullhill Lane)
Max & 2 Edge Max Addon
4. Rte 1 & Malloy Road – Frankies 1151 Boston Post Road
Max & 2 Edge Max Addon
5. Rte 34 & Forest Road
Max & Edge Max Addon
6. Rte 1 at Mainport Fish & Chips
Max & Edge Max Addon
7. Spring Street & Front Avenue
Max
8. First Avenue at Xtra Fuels Station
Max & Edge Max Addon
9. First Avenue at I95 entrance
Max
10. Elm Street at O’Conner Automotive
Max & Edge Max Addon
11. Campbell Avenue at I95 exit
Max & Edge Max Addon
12. Campbell Avenue at I95 entrance
Max
13. Marginal Drive at Boston Post Road
Max

**Rekor LPR Camera Project
Equipment List**

Quantity :

13 Edge Max

11 Edge Max Add On

13 Mounting Bracket

24 Shipping

24 Scout 5Y License

13 Pole Installation

Power to Pole



Quote

920 Sherman Avenue — Hamden, Connecticut 06514
 Phone (203)297-1306 Fax (203)248-9167

Date	Quote
8/26/2024	1696

Name / Address
West Haven Police Dept 200 Saw Mill Road West Haven, CT 06516

Ship To
West Haven Police Dept 200 Saw Mill Road West Haven, CT 06516

Customer P.O.#	Terms	Rep	Project/Job
	N30	233	

Item	Description	Qty	U/M	Sale Price Each	Total
	West Haven Police Department : Rekor LPR Camera Project				
PSG-SCT-5Y	Rekor Scout (5 year) upfront	29		2,737.00	79,373.00
PSG-EDG-MAX	Rekor Edge Max	1		9,075.00	9,075.00
PSG-MAX-AC	Rekor Edge Max Add on: Additional Camera	1		1,355.00	1,355.00
PSG-EDG-PRO	Rekor Edge Pro	27		975.00	26,325.00
MB03-19005GB-GA	3Y NETCLD MOB PERF ESS PLAN R1900 RTR 5G	12		2,192.87	26,314.44
SIP**	170671-001 Line Cord 125V C13 1.8 M North America	12		11.50	138.00
170869-000	power supply 12V small 2x2 C7 Perp	12		42.44	509.28
T98A15-VE	T98A15-VE SURVEILLANCE CABINET OUTDOOR	12		257.88	3,094.56
T91B57	T91B57 POLE MOUNT 100-410MM	12		110.25	1,323.00
SIP**	DS-1CEB01KW-01 Parsec Irish Setter 5G 4 Cell antennas 1' Cable	12		469.00	5,628.00
5871325H01*	CAMBIUM AC POWER PHOTO CELL ADAPTOR KIT	13		139.00	1,807.00
PSG-SHP-EDG	Shipping & Handling: Edge	29		50.00	1,450.00
PSG-MB-PRO Add on	Rekor Edge Pro Add on: Mounting Bracket	28		0.00	0.00
UI-POLE	New Pole Set	6		5,850.00	35,100.00
Misc Installation Part Security	Misc Installation Parts Security	13		180.00	2,340.00
ENG-PM SECURITY*	Engineering & Project Management Security	13		225.00	2,925.00
INSTALL SECURITY	Installation, setup and integration of LPR system at sites Option A	13		1,980.00	25,740.00
Subtotal					\$222,497.28

Changes made to original quote may increase total price
 Quote is Valid for 30 days

Sales Tax (0.0%) \$0.00

Sale Total \$222,497.28

Signature & Date

**West Haven Police Department
Rekor LPR Camera Project
RFP # 2025-14**

Site Locations: Option A

1. Sawmill Road at Mobil Station
3 Edge Pros
2. Sawmill Road at Dennys
3 Edge Pros
3. Sawmill Road/Bullhill at Meadowbrook (168 Bullhill Lane)
2 Edge Pros
4. Rte 1 & Malloy Road – Frankies 1151 Boston Post Road
3 Edge Pros
5. Rte 34 & Forest Road
Max & Edge Max Addon
6. Rte 1 at Mainport Fish & Chips
2 Edge Pros
7. Spring Street & Front Avenue
2 Edge Pros
8. First Avenue at Xtra Fuels Station
2 Edge Pros
9. First Avenue at I95 entrance
2 Edge Pros
10. Elm Street at O'Conner Automotive
2 Edge Pros
11. Campbell Avenue at I95 exit
2 Edge Pros
12. Campbell Avenue at I95 entrance
2 Edge Pros
13. Marginal Drive at Boston Post Road
2 Edge Pros

**Rekor LPR Camera Project
Equipment List**

Quantity : Option A

1 Edge Max

1 Edge Max Add On

27 Edge Pro

12 3Y Netcloud RTR 5G 1900

12 Power Supply 12V

12 Line Cord 125V

12 Surveillance Cabinets T98A15-VE

12 Pole Mount T91B57

13 Cambium Photocell Adapter Kit

1 Mounting Bracket

12 Parsec Irish Setter 5G Cell Antenna

29 Shipping

29 Scout 5Y License

6 Pole Installation

Power to Pole



920 Sherman Avenue — Hamden, Connecticut 06514
 Phone (203)287-1306 Fax (203)248-9167

Quote

Date	Quote
8/26/2024	1697

Name / Address
West Haven Police Dept 200 Saw Mill Road West Haven, CT 06516

Ship To
West Haven Police Dept 200 Saw Mill Road West Haven, CT 06516

Customer P.O.# Terms Rep Project/Job
 N30 233

Item	Description	Qty	U/M	Sale Price Each	Total
	West Haven Police Department : Rekor LPR Camera Project				
PSG-SCT-5Y	Rekor Scout (5 year) upfront	29		2,737.00	79,373.00
Q1700-LE	2 MP/1080P HDTV LICENSE PLATE	29		1,401.60	40,646.40
MB03-19005GB-GA	3Y NETCLD MOB PERF ESS PLAN R1900 RTR 5G	13		2,192.87	28,507.31
SIP**	170671-001 Line Cord 125V C13 1.8 M North America	13		11.50	149.50
170869-000	power supply 12V small 2x2 C7 Perp	13		42.44	551.72
T98A15-VE	T98A15-VE SURVEILLANCE CABINET OUTDOOR	13		257.88	3,352.44
T91B57	T91B57 POLE MOUNT 100-410MM	13		110.25	1,433.25
SIP**	DS-1CEB01KW-01 Parsec Irish Setter 5G 4 Cell antennas 1' Cable	13		469.00	6,097.00
SIP**	REKOR LPR - 40 Camera Max Storage Server Dell 8 Bay - Windows 11 Pro WS (6 CORE) 2x Silver XEON 12 CPU, 64GB ECC RAM, HW RAID Controller, 2x 1 TB M.2 R1 OS, 4X 8TB iDRAC Enterprise	1		26,660.43	26,660.43
5871325H01*	CAMBIUM AC POWER PHOTO CELL ADAPTOR KIT	13		139.00	1,807.00
UI-POLE	New Pole Set	6		5,850.00	35,100.00
Misc Installation Part Security	Misc Installation Parts Security	13		180.00	2,340.00
ENG-PM SECURITY*	Engineering & Project Management Security	13		225.00	2,925.00
INSTALL SECURITY	Installation, setup and integration of LPR system at sites	13		1,980.00	25,740.00
	Option B : Axis Q1700's Cradlepoint Rekor Server				
Subtotal					\$254,683.05

Changes made to original quote may increase total price
 Quote is Valid for 30 days

Sales Tax (0.0%)	\$0.00
Sale Total	\$254,683.05

Signature & Date

**West Haven Police Department
Rekor LPR Camera Project
RFP # 2025-14**

Site Locations: Option B ALL Q1700-LE

1. Sawmill Road at Mobil Station
3 Edge Pro
2. Sawmill Road at Dennys
3 Edge Pro
3. Sawmill Road/Bulthill at Meadowbrook (168 Bulthill Lane)
2 Edge Pro
4. Rte 1 & Malloy Road – Frankies 1151 Boston Post Road
3 Edge Pro
5. Rte 34 & Forest Road
Max & Edge Max Addon
6. Rte 1 at Mainport Fish & Chips
2 Edge Pro
7. Spring Street & Front Avenue
2 Edge Pro
8. First Avenue at Xtra Fuels Station
2 Edge Pro
9. First Avenue at I95 entrance
2 Edge Pro
10. Elm Street at O’Conner Automotive
2 Edge Pro
11. Campbell Avenue at I95 exit
2 Edge Pro
12. Campbell Avenue at I95 entrance
2 Edge Pro
13. Marginal Drive at Boston Post Road
2 Edge Pro

**Rekor LPR Camera Project
Equipment List**

Quantity : Option B

29 Axis Q1700-LE

13 3Y Netcloud RTR 5G 1900

13 Parsec Irish Setter 5G Cell Antenna

13 Power Supply 12V

13 Line Cord 125V

13 Surveillance Cabinets T98A15-VE

13 Pole Mount T91B57

13 Cambium Photocell Adapter Kit

1 Mounting Bracket

29 Shipping

29 Scout 5Y License

6 Pole Installation

Power to Pole

1 Rekor Server

Hardware information

Form factor

Rack mounted 2U

CPU

2x Intel® Xeon® Silver 4410Y

GPU

2x NVIDIA® RTX™ A5500

RAM

64 GB DDR

Operating system (OS)

Windows 11 Pro for Workstations (6 Cores Plus)

Storage

2x 1 TB M.2 NVME (OS) RAID1
XTB HDD SATA (DB) RAID

Number of hard drives

8 bays x 3.5" (hot swap)

RAID controller & support

PERC H755 HW RAID 0,1,5,6,10

Video Port

1 x VGA port
8 x mDP

Network interface

4 x 10 GbE

Archiving to external NAS

Yes, through LAN

Credential and key encryption

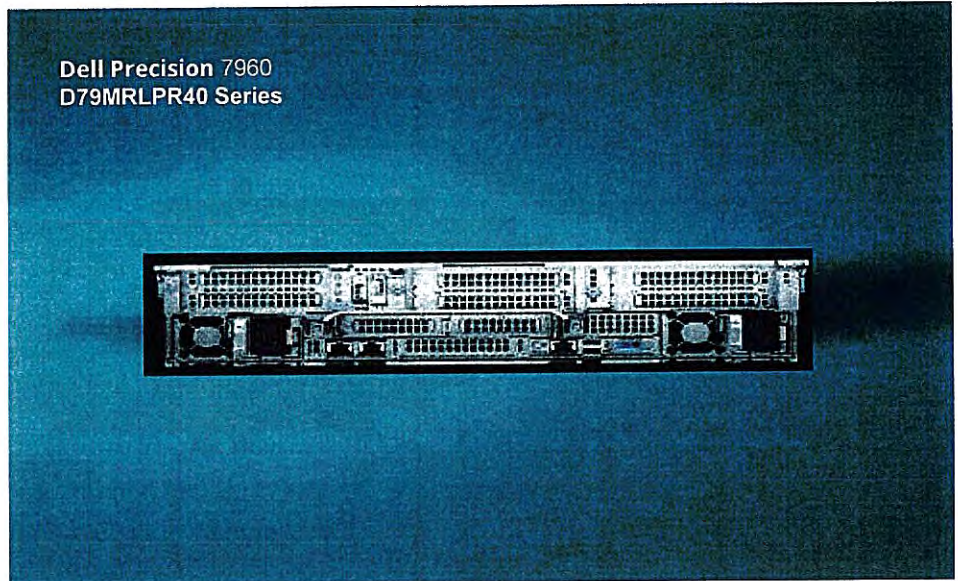
Trusted Platform Module (TPM 2.0)

Redundant power supply

No

Remote management

iDrac Enterprise



General information

Hardware warranty

5 years full system warranty
Onsite support next business day¹

Dimensions

86.8 x 482.0 x 772.13 (mm) (without bezel)
3.41" x 18.97" x 30.39" (without bezel)

Weight

20.98 kg (min)
46.25 lb (min)

Power input

100~240V, 50/60 Hz

Max. power consumption

2x 1100W Platinum

BTU rating

3300 BTU/h (max. theoretical)

Protection

OVP (over voltage), OCP (over current), OTP
(over temp), SCP (short circuit)

Environmental

This unit is intended for stationary server room and office use, according to the conditions stated below.

Operating temperature

0° - 35° C / 50° - 95° F

Storage temperature

-40° - 70° C / -40° - 158° F

Humidity

20 - 85% relative humidity (non-condensing)

Regulatory

Safety & emission standards

CE (class A), UKCA, FCC, RCM, UL,
Mexico (NOM), VCCI

Ordering information

Dell D79MRLPR Series		
D79MRLPR40	Precision 7960, Win Pro WS, 24C, 64GB, HW RAID, 2xRTX A55000	X bays x XTB
Supported Cameras: 40 Plate Reads Per Camera Per Day: 10,000 Data Retention: 30 Days Maximum Camera Feed Resolution: 1920x1080 Maximum Frame Rate: 15 fps/camera Stream Format: H.264 Stream Bit Rate: 10,000 Image Format: JPEG		

**Custom Configurations Available*

¹ Dell NBD Hardware Warranty.

Dell Service Tag information required.

Subject to regional availability, dependent on Dell Technologies support network.



Utility Communications, Inc.
920 Sherman Avenue
Hamden, CT 06514
USA

March 18, 2024

RE: Authorization Letter – Rekor Premier Authorized Dealer/Reseller for Rekor License Plate Recognition (LPR) Solutions

To Whom It May Concern:

This letter is being provided to certify that Utility Communications, Inc, who's Corporate Office is located at 920 Sherman Avenue, Hamden, CT 06514 USA, is a fully factory trained, certified and Premier authorized dealer of Rekor License Plate Recognition (LPR) solutions.

As a certified dealer, Utility Communications, Inc is fully authorized to specify, promote, sell, install and service all Rekor products and services. Utility Communications, Inc. has completed and maintains all the required training and certification requirements necessary to provide installation and service on all Rekor License Plate Recognition (LPR) products.

Should you have any questions or comments, please do not hesitate to contact me directly.

Sincerely,

Brian JohnPaoli

Brian JohnPaoli
Partner Account Manager
Rekor





REKOR ONE
PUBLIC SAFETY

UTILITY
COMMUNICATIONS, INC.

ALPR Solutions for Law Enforcement

SEE MORE WITH REKOR

Leverage advanced license plate and vehicle recognition solutions to help prevent, interrupt and solve crimes in your community.



REKOR ONE™ PUBLIC SAFETY

Complete city-wide coverage

Roadways

Mount cameras at key intersections and highways to identify and get alerted on vehicles of interest.

Mobile patrol

Capture high-priority vehicle data using in-vehicle cameras or smartphone app while on patrol.

Special events

Deploy portable trailers to enhance safety and gather important intel at temporary, high-traffic areas.

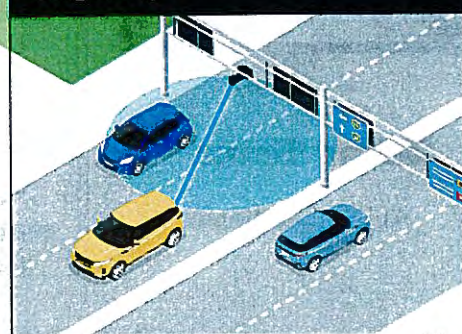
Scene processing

Use ubiquitously accessible smartphones to receive critical vehicle alerts while investigating crime scenes.

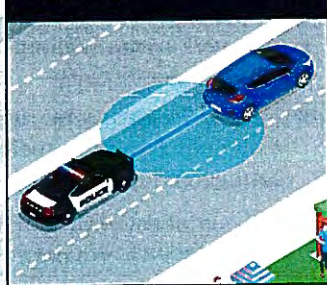
Intersection



Highway



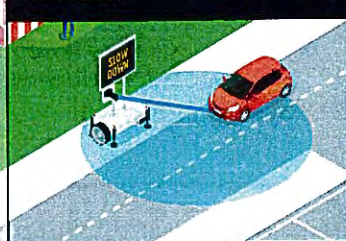
Mobile



On Scene



Event



REKOR ONE™ PUBLIC SAFETY

Solutions perfect for all agencies

With affordable hardware and software solutions, law enforcement agencies of all sizes can deploy a custom designed ALPR program and have the power of Rekor helping to protect their community.



Rekor Scout™

ALPR Dashboard

Rekor Scout enables accurate automatic license plate and vehicle recognition on nearly any IP, traffic, or security camera. The results are displayed on a web-based dashboard which can be accessed from anywhere. Setup is quick and easy.

- Identifies plate number and issuing state or province (US, Canada, Mexico)
- Search by vehicle color, make, model, location and direction
- Read paper, temporary, and vanity plates
- Real-time alerts sent the moment a vehicle of interest is detected
- Customizable alerts with local or connected hotlists (NCIC, AMBER alerts, Silver alerts, and more)
- Agency-controlled data retention and sharing allows for customization and collaboration



Rekor Blue™

ALPR App for Law Enforcement

Rekor Blue™ is the premier ALPR smartphone app designed specifically for law enforcement. Built using the same AI recognition engine as Rekor Scout, Blue delivers advanced data capture in the palm of the hand. Officers now have access to extremely accurate license plate recognition, whenever and wherever.

- Retrieve the vehicle license plate number and state of registration
- Sessions automatically organize information by capture date, location, and timestamp
- Verified agencies Rekor Blue reads will sync with the agency's Rekor Scout environment
- App works even without network connectivity
- Receive in-app alerts using plate matches from custom and connected hotlists.
- CJIS compliant with on-device encrypted lists and data



Rekor Edge Series

Mountable
Recognition System

Rekor Edge Series is a family of license plate and vehicle recognition systems that seamlessly capture and process vehicle data on-device. Designed in sleek, durable enclosures, Rekor Edge systems can be easily mounted to a building or pole in under 15 minutes.

EDGE MAX

- 3-4 lanes, 300 ft max range
- 120 mph max capture speed

EDGE PRO

- 1-2 lanes, 75 ft max range
- 70 mph max capture speed

ALL MODELS

- 4G LTE, Wi-Fi, Ethernet ready
- Solar and pole kits available
- Full warranty available
- Includes Rekor Scout software subscription



Rekor Finder

In-Vehicle
Recognition System

Rekor Finder accurately identifies license plates and vehicles in real-time at high rates of speed and extreme viewing angles. The unique interior mount design is portable to any vehicle in the fleet, allowing for full-featured ALPR wherever it is needed.

- Two 1920x1080p HD cameras
- Wide viewing angles, cover 2-3 lanes on each side
- Closing speed of up to 140 mph
- 50 ft capture distance @ 1MP resolution
- Nighttime operation with ambient lighting
- 4G LTE and Wi-Fi connectivity
- Integrated GPS location



Rekor Trailer

Portable System with Speed
Detection or Message Board

Rekor Trailer is a complete license plate and vehicle recognition solution seamlessly integrated with radar-speed detection or a custom message board. The compact design allows strategic placement of the trailer in dangerous, high-risk areas to improve motorist and pedestrian safety.

- Dual adjustable cameras cover 2-3 lanes each
- Closing speed of up to 120 mph.
- Nighttime operation with ambient lighting.
- On-device video processing for faster alerting
- FCC/CE compliant radar speed detection or custom matrix message display sign with onboard controls
- Battery powered with solar recharging



REKOR ONE™ PUBLIC SAFETY

Better features, better control

A true force multiplier, Rekor provides next-generation vehicle recognition while keeping you in the driver's seat of your program and data. This gives you control other providers simply cannot offer.

Data Retention & Sharing: Rekor makes it easy for you to control, protect, and share your critical data.

REKOR	Typical Competition
<ul style="list-style-type: none"> ✔ Agency defined data policies The agency can define data retention periods and policies based on alert type and local policies. 	<ul style="list-style-type: none"> ✘ Rigid data policies Data retention policies are not flexible by the agency for alert type or other parameters.
<ul style="list-style-type: none"> ✔ System agnostic data sharing Rekor's open API allows agencies to share data with whomever they choose, regardless of the ALPR vendor. 	<ul style="list-style-type: none"> ✘ Closed data system Limits the ability to share data with agencies who use a different ALPR vendor, impeding the overall law enforcement mission.
<ul style="list-style-type: none"> ✔ Federated peer-to-peer sharing network Agencies that enter sharing relationships can create local, regional, state, or global peer-to-peer sharing. 	<ul style="list-style-type: none"> ✘ Data is sent and stored in a "data lake" Agencies are forced to transfer their data to centralized storage where it may not retain original retention policies.
<ul style="list-style-type: none"> ✔ Faster and more secure Peer-to-peer networks allow for parallel processing which means you get your data fast and secure. 	<ul style="list-style-type: none"> ✘ Slower and less secure Due to system structure, searches can take a longer and the lack of data segregation reduces security.

Actionable Intelligence: Officers depend on accurate and timely intelligence, Rekor delivers that.

REKOR	Typical Competition
<ul style="list-style-type: none"> ✔ Faster alert processing Less than 10 second average alert processing time. 	<ul style="list-style-type: none"> ✘ Slower alert processing 30 to 60 second average alert processing time.
<ul style="list-style-type: none"> ✔ Capture video clip Receive the capture details (plate, vehicle type, color, location, and direction) and a video clip to aid in investigations. 	<ul style="list-style-type: none"> ✘ Capture image Limited information to the plate details and still image of the capture providing no investigative assistance.
<ul style="list-style-type: none"> ✔ Coverage where needed A cost-effective offering of mountable, in-vehicle, trailer, and App solutions, plus the ability to leverage existing camera infrastructure ensures you have coverage where you need. 	<ul style="list-style-type: none"> ✘ Limited coverage Systems require expensive hardware that can limit the number of cameras an agency can afford to deploy.
<ul style="list-style-type: none"> ✔ Greater system uptime Rekor's proactive support and network health monitoring system reduces downtime and improves operational effectiveness. 	<ul style="list-style-type: none"> ✘ Greater system downtime Limited network health information can leave officers in the dark with missed information.

Rekor Edge Pro

MOUNTABLE LICENSE PLATE & VEHICLE RECOGNITION



Rekor Edge Pro is a complete vehicle recognition solution. Engineered for roadway speeds, the system can be deployed in neighborhoods, campuses, business districts, and also be used for parking and access control. It captures and processes data on-device within a durable enclosure. Simple install and optional solar power allows Rekor Edge Pro to meet countless needs.

FEATURES AND FUNCTIONS



OPERATION READY

- ✓ 1-2 lanes, 75 ft max range
- ✓ 70 mph max capture speed
- ✓ 1920 x 1080 HD Camera
- ✓ On-device video processing
- ✓ Easily mount to a pole or surface for quick installation



STATE-OF-THE-ART RECOGNITION

- ✓ Advanced vehicle recognition with plate, make, type, color, and direction of travel
- ✓ Accurate in day/night and all-weather conditions
- ✓ Read paper, temporary, and vanity plates
- ✓ Real-time alerting



POWERFUL PERFORMANCE

- ✓ Outdoor rated, IP67, NEMA4
- ✓ 4G LTE, Ethernet ready
- ✓ Rekor Scout™ ready**
- ✓ Scout dashboard available in the cloud or on-premise
- ✓ Optional solar power and/or pole

*Solutions available for extreme ranges and line coverage.

**Rekor Scout™ is a proprietary software platform for accessing and analyzing Edge captured vehicle data.

REKOR EDGE PRO SPECIFICATIONS

Recommended usage

Typical locations: Business districts, local roads, campuses, residential streets, drive-thrus, parking lots

Coverage*

Lane coverage: 1-2 lanes
Distance: 75 ft max
Speed: 70 mph max

Camera specifications

Camera resolution: 1920 x 1080 HDTV 1080p
Image compression: JPEG
Video streaming: H.265
Network security: Password
IR illumination: Optimized IR with 850 nm IR LED's

Communications

Communications: Ethernet
Cellular service: Optional, 4G LTE MIMO
GPS: Optional
Security: SSL over websockets & HTTPs

Mount and power

Mounting style: Surface or Pole
Input voltage range: 12 VDC - 48 VDC
Power consumption: Average: 7W, Max: 26W

Available accessories (additional charges apply)

Mounting pole: 19.6 ft | above ground: 14 ft, depth: 5-6 ft
Solar power: 120 Watt Panel - 26.5" x 40"

Environmental specifications

Enclosure: Diecast aluminum, IP67
Operational temperature: IR on: -20°C to 50°C
IR off: -20°C to 60°C
Storage temperature: -30°C to 60°C
Warranty: 2-year repair/replace



HBF 7ZD4
TENNESSEE

Location: Main Entrance
Vehicle: Beige Toyota Sedan
Direction: Entering
Confidence: 98.9
Time: 17:30



 **REKOR**
INTELLIGENCE DRIVEN INNOVATION

Ready to get started?

Contact: [Utility Communications](#)

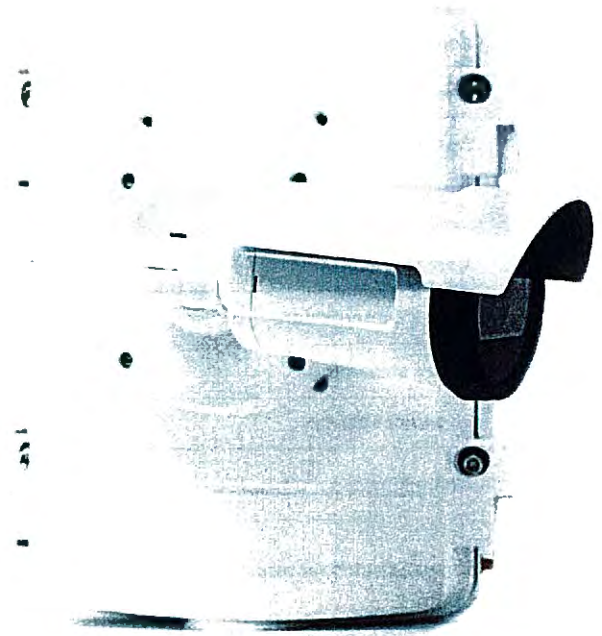
www.rekor.ai

*Coverage up to. Actual performance may vary.

Rekor Edge Max

MOUNTABLE LICENSE PLATE & VEHICLE RECOGNITION

Rekor Edge Max is a complete vehicle recognition solution. Engineered for high-speed primary roadways and highways, Edge Max seamlessly captures and processes vehicle data on-device and from advanced distances. The system features a durable enclosure, onboard modem, easy mounting, optional solar power, and can even be configured with two cameras to increase capture range.



FEATURES AND FUNCTIONS



OPERATION READY

- 3-4 lanes, 300 ft max range*
- 120 mph max capture speed
- Easily mount to a pole or surface for quick installation
- Complete vehicle recognition & processing solution



STATE-OF-THE-ART RECOGNITION

- Advanced vehicle recognition with plate, make, type, color, and direction of travel
- Accurate in day/night and all-weather conditions
- Read paper, temporary, and vanity plates
- Real-time alerting



POWERFUL PERFORMANCE

- 1920 x 1080 HD Camera
- Outdoor rated, IP66, NEMA4
- 4G LTE, Ethernet ready
- Rekor Scout™ ready**
- Scout dashboard available in the cloud or on-premise
- Optional solar power and/or pole

*Dual camera solution available for increased lane coverage.

**Rekor Scout™ is a proprietary software platform for accessing and analyzing Edge captured vehicle data.

REKOR EDGE SPECIFICATIONS

Recommended usage

Use cases: Highways, Primary Roads

Coverage*

Lane coverage: 3-4 lanes (5-6 lanes with dual cameras)

Distance: 300 ft max

Speed: 120 mph max

Camera specifications

Camera resolution: 1920 x 1080 HDTV 1080p

Image compression: JPEG

Video streaming: H.264

Network security: Password, IP address filtering

IR illumination: Optimized IR w/power efficient, long-life 850 nm IR LED's

Rekor Scout™ features: Search (e.g. partial plates, no plates, vehicle characteristics), hotlists, alerts, reports, data security/sharing, and much more

Communications

Communications: Ethernet, Cellular Modem

Cellular modem: 3G, 4G LTE MIMO

Cellular service: Not included

GPS: Included

Security: SSL over websockets & HTTPs

Mount & power

Mounting style: Surface or Pole

Input voltage range: 9 VDC - 48 VDC

Power consumption: Average: 18W, Max: 22W

Available accessories (additional charges apply)

Mounting pole: 19.6 ft | above ground: 14 ft, depth: 5-6 ft

Solar power: 39x66x1.3 in array

Environmental specifications

Enclosure: Diecast aluminum, IP66

Operational temperature: -22°F to 131°F

Storage temperature: -40°F to 149°F

Warranty: Full repair/replace available



Ready to get started?
[Contact sales@rekor.ai](mailto:sales@rekor.ai)

www.rekor.ai 410.762.0800

*Maximum coverage values. Actual performance may vary.

Rekor Scout™

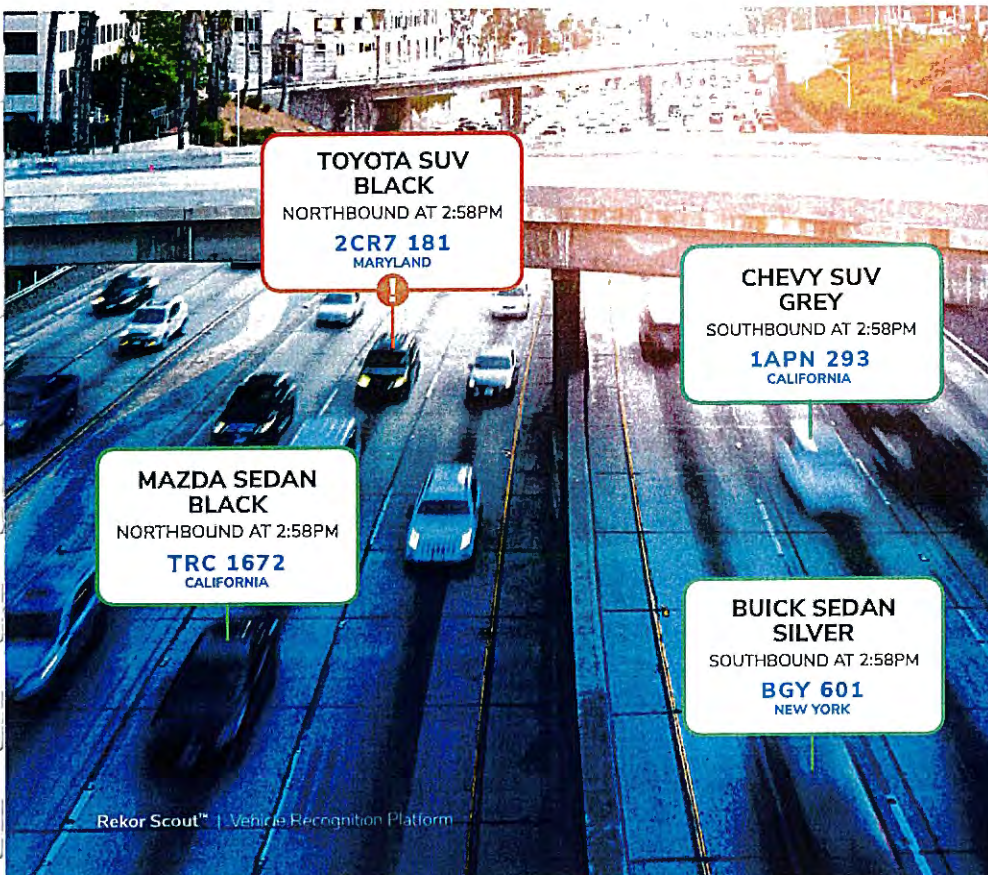
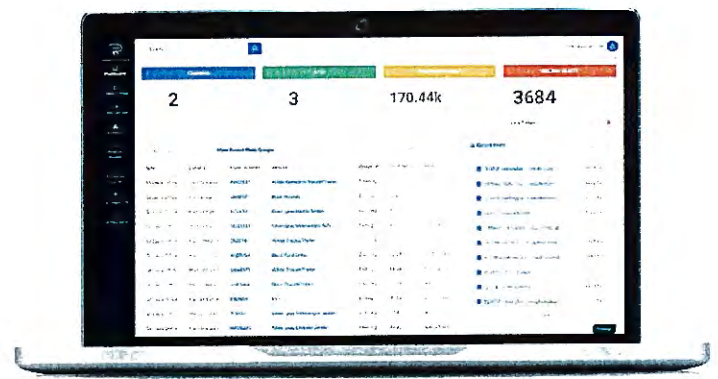
VEHICLE RECOGNITION PLATFORM

Scout enables accurate license plate and vehicle recognition on nearly any IP, traffic, or security camera. Detection results from all connected cameras are displayed in a full-featured, searchable web app which can be accessed from any browser on any operating system.

“Rekor has become the new standard in LPR technology for Westchester, NY.”



- Lt. Brian Hess
 Westchester County, New York PD



Leading Features

- Retrieve plate number with vehicle characteristics (make, model, color, and more)
- Unlimited users for dashboard
- Customizable alerts sent via email, SMS, or directly in app
- Flexible data retention and sharing
- Programmable hotlists (NCIC, AMBER Alerts, Silver Alerts, shared lists, and more)
- Search for vehicles based on partial plates or vehicle characteristics
- Free access to Rekor Public Safety Network

STATE-OF-THE-ART ALPR

- Extreme AI accuracy based on years of machine learning
- Provides vehicle make, model, color, direction of travel, and more
- Identifies issuing state or province for entirety of US, Canada, and Mexico
- Recognizes vehicles and license plates in over 70 countries

ADVANCED INSIGHTS

- Pinpoint high-risk locations with city-wide security and analytics
- Identify unauthorized and vehicles of interest
- Monitor entry and exit location activity
- Image verification to confirm license plate and vehicle results
- Searchable database and historical graphs

SECURE INFORMATION

- Secure data sharing and access control options via API, Rekor Public Safety Network (RPSN) and federated search
- Policy driven retention profiles gives complete control to the agency
- Multiple user accounts with different access roles
- Available both on-premises and in the cloud
- Access historical vehicle data to accelerate investigations

MAXIMIZE EFFICIENCY

- Real-time alerts sent the moment a vehicle of interest is detected
- Customizable alerts (hotlists, NCIC, AMBER alerts, Silver alerts, and more)
- Search historic data to find matching vehicles
- Force multiplier to enhance efficiency and reduce frequency of in-person patrols
- Review high-quality video clip of vehicle detection

COST EFFECTIVE

- Reuse existing IP, traffic, and security cameras for LPR
- Significantly more accurate and affordable than legacy OCR solutions
- Process multiple camera feeds at once for virtual geofence around your city
- Distribute processing across multiple servers for large-scale deployments

Used by All, Trusted by Law Enforcement



Mt. Juliet, TN
Police Department



Lancaster, PA
Police Department



Westminster, CO
Police Department



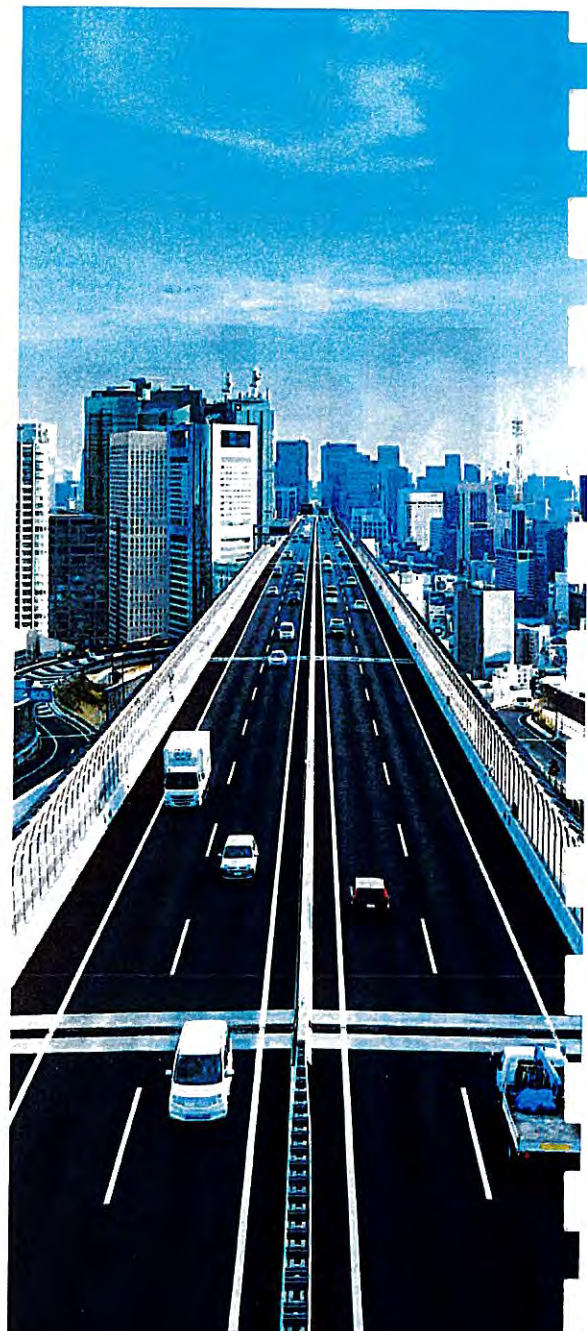
Westchester County, NY
Police Department



Lauderhill, FL
Police Department



Hartford, CT
Police Department



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LPR MADE MORE ACCESSIBLE THAN EVER



No complicated
set-up



No hardware
investment



No maintenance
fees

Rekor will install state-of-the-art Rekor Edge Series camera systems to capture roadway and vehicle information. The department will then be granted access to the complete suite of Rekor One™ Public Safety software solutions for advanced insights.

Help every step of the way



Solution Development & Design

Consult with our solution architects and product experts who will assess your community safety goals. Our team will then design and present the best combination of new Rekor hardware and software paired with any existing infrastructure specifically designed for your community.



Funding & Finance Analysis

Our team of grant experts will assess your community safety goals and proposed ALPR program solution to recommend strategic grants to target along with the best practices when applying. With Rekor partnerships, you may qualify for special subscription or lease programs.



Installation Service & Support

System deployment is made easy with installation services provided by Rekor or an authorized partner including CJIS integration assistance. Once implemented, Rekor monitors the health and performance of systems and our service team is available to provide prompt support.

Visit www.utilitycommunications.com to get started today!

Utility Communications Rekor LPR Systems Deployed

New Haven Police Department

Waterbury Police Department

North Branford Police Department

North Haven Police Department

Meriden Police Department

Bloomfield Police Department

Torrington Police Department

Hamden Police Department

Orange Police Department

Middletown Police Department

Middletown Public Schools

Madison Police Department

Woodbridge Police Department

Clinton Police Department

Guilford Police Department

East Haven Police Department

Branford Police Department

Derby Police Department

Wolcott Police Department