



Office of the Finance Director

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

MARB Contract Form

Contract Name	Software Purchase for Permitting process			
City Agency	Information and Technology & Mayors Office			
Vendor Utilized	E-PlanSoft			
Address	111 Pacifica, Suite 100			
City, State, Zip	Irvine, CA 92618			
Procurement Process	<input type="checkbox"/> Bid/RFP [Enter the Bid No] <input type="checkbox"/> State Contract [Enter State Contract #] <input type="checkbox"/> Cooperative Agreement [Enter Source Name and Contract No] <input type="checkbox"/> Sole Source <input checked="" type="checkbox"/> Other Source [- Existing software utilized in the City. The City is expanding on the current use]			
No of Bid/RFP Respondents				
Quote No('s) if applicable				
Source of Funds	City Capital/Bonding			
Quantity	0.00	Price Per:	\$0.00	Total Price \$165,000
Purpose of Transaction (Please give a detailed explanation for the purpose of the transaction. This should not be one / two sentences.	The goal of this project is to bring our permitting process online – beginning with Building Dept, and progressing through Zoning, Land Use, Public Works, Engineering, and Code Enforcement. Optional modules - such as Health, City Clerk, etc. can be added on, but all departments will have licensed access to all permissible information in this system.			
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			



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Prepared by
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STATEMENT OF WORK

Prepared for:

Nancy Brady for Mitchell Humphrey
City of West Haven, CT
355 Main Street
West Haven, CT 06516

Date:
06/21/2024

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Product Overview

e-PlanREVIEW

e-PlanREVIEW (**EPR**) is an industry-leading, cloud based collaborative platform for team-based design review and permitting. The platform is designed by industry experts for architectural, engineering, and construction (AEC) companies, as well as state, county, and municipal agencies tasked with code compliance and enforcement.

EPR improves results and lowers the cost of doing business in both the private and public sectors by replacing printing, shipping, and storage expenses of paper plans with convenient online document uploads and concurrent, collaborative web-based electronic plan reviews.

This Scope of Work describes our cloud-hosted deployment of e-PlanREVIEW (**EPR**). After completion of this project, EPR will provide the following functionality:

1. Create and manage basic *permit* data, plan review *documents* and plan review *assignments* in EPR.
 - a. Incoming plan review documents are evaluated by our *Scout PDF* Inspector.
 - b. Documents not approved by *PDF Scout Inspector Tool (PDF Scout)* will not be accepted for electronic plan review.
2. Route incoming plan review documents to the appropriate departments/users.
3. Conduct web-based, simultaneous plan reviews.
4. Complete each plan review assignment by choosing either 'acceptance' or 'resubmit' status.
5. Generate template Correction Reports.
6. Return 'reviewed plans', correction reports and any supporting document to the Applicant.
7. Notify staff members when all plan review assignments have been completed.
8. Ability to download approved plans to your network for long-term retention.
9. Intake 'corrected plan sets' from the Applicant for back check.
 - a. Associate existing markups and comments to the most recent document version.
 - b. Reset existing assignments to a 'Not Started' status.
10. Apply electronic 'stamps' to the reviewed plans, as appropriate.
11. Utilize EPR for *paper plan reviews*.

Project Summary

This Statement of Work (SOW) sets forth the scope and definition of the consulting/professional services, work and/or project (collectively, the “Services”) to be provided by e-PlanSoft™ (“e-Plan”) to the Agency, for a cloud hosted deployment of e-PlanREVIEW (**EPR**).

At the core of that plan is a detailed *Project Schedule Timeline* that includes the activities for the project, the resources required to perform those activities, and the schedule for completing them including critical dependencies. The *Project Schedule Timeline* will be provided to the Client following the project kickoff meeting.

We have provided this *preliminary* statement of work based on current understanding of the activities necessary to produce the required deliverables; we will refine our plan with the Client to ensure activities are clearly defined, to review timeframes, and to ensure each activity reflects an appropriate level of detail. Each activity will be owned by person(s) who are responsible for ensuring it is completed successfully. The project plan will be updated regularly throughout the course of the project and communicated to all participants and stakeholders via email.

It is important to identify the project’s critical path after the detailed project plan has been developed and prior to the start of the project. The project’s critical path is the longest sequential set of activities that must occur in order, based on identified dependencies. The combined end-to-end duration of activities represents required project duration and the project’s critical path. This does not account for activities that may occur in parallel but does not contribute to the project’s critical path.

The project team will schedule conference calls for the project activities. In addition, an updated schedule and an updated progress report that includes the following will be provided:

1. Activities completed within the current reporting period.
2. Activities planned for the next reporting period.
3. Updated schedule including milestones and their statuses (originally scheduled date, current target date, and the number of changes to the date).
4. Issues or problems requiring resolution.
5. The status of any changes that affect scope, cost, or schedule. Any work affecting cost will be done only with written consent from the Client.

Sample Project Plan

Project Implementation

Contract Signing

Kickoff and Project Launch meeting

Discovery and data collection

Collect Data for configuration

Discovery Session

Finalize Data Collection for configurat...

Discovery Session

Configuration

Training

Admin Training

Intake Training

Reviewer Training

User Acceptance Testing

UAT Session

Agency Testing

JAT Session

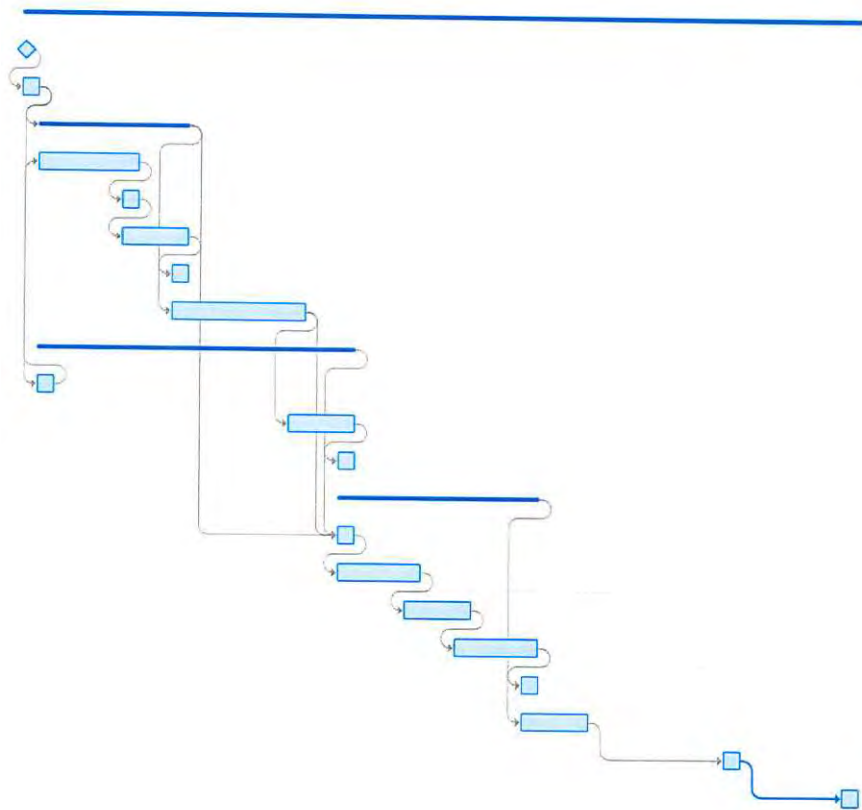
Agency Testing

Final Configuration Review

Go Live

Go Live Support

Hand off to Support Team



The e-PlanSoft Project Team

The following e-Plan personnel will be assigned to ensure the successful completion of this project for the Client:

Role	Responsibilities
Project Manager	Responsible for overseeing all aspects of the solution, both from a business and technical perspective. Responsible for e-Plan project management activities and creating project management deliverables. Primary point of contact with the Client's Project Manager and responsible for providing status and issue reports to the Client.
Implementation Consultant	Assists with product configuration and participates in end user training sessions
Technical Support	Provides expertise on the solution architecture, business analysis and facilitates communication between client support requests and the product engineers.

The Client Core Project Team

Dedicated involvement of the following Client personnel will ensure the successful completion of this project for the Client. Some overlap in staff responsibilities in the chart below is understood.

The core team should be comprised of *subject matter experts* (SME's).

Role	Responsibilities
Project Managers	Individual(s) with extensive knowledge of the Client's permit intake and assignment distribution requirements.
Project Coordinators	Individuals who perform permit intake, counter reviews and may be responsible for distributing plan review assignments. Individuals who prepare deliverable packages with the reviewed plans and correction report(s) for return to the applicant.
Department/Group Manager(s)	Individuals who manage plan review staff and may be responsible for distributing plan review assignments for their staff and may be responsible for generating deliverable packages with the review plans and correction report(s) for return to the applicant.
Plan Reviewers	Individuals who conduct plan review and may be responsible for generating the correction report for return to the applicant.
Contributors	Individuals who will collaborate with the Reviewers to discuss/respond to issues, but who will not conduct plan review.

Estimated level of efforts for Agency staff during project implementation

Activity	Agency Level of effort
Kickoff and Project Launch meeting	2-3 hours for core team
Discovery and data collection	35-55 hours for core team per department/section/group (e.g., Building, Planning, Public Works)
Configuration	2 hours if EPR is building the entire solution 8-24 hours if Agency Admins is participating in building solution
Admin Training	3 hours of training for admin users
Intake Training	3 hours of training for intake clerks
Reviewer Training	3 hours of training for plan reviewers
User Acceptance Testing	25-60 hours per user participating in acceptance testing for each department/section/group (e.g., Building, Planning, Public Works)
Go Live Support	2-8 hours for core team meetings
Hand off to Support Team	1-2 hours for core team

Project Milestones

The milestone solution implementation has become a common practice in the industry to address critical business needs quickly and mitigate the risks associated with what has been termed “big bang” approaches that attempt to do too much too soon.

The milestones included in the schedule of work, and outlined in more detail below are:

1. [Contract Acceptance](#)
2. [Implementation](#)
3. [Go Live](#)

Agency Acceptance Criteria

Upon the provision of Milestone completion signoffs, the Client is responsible for either accepting the milestone as complete or providing grounds for non-acceptance within 10 days of delivery. Non-correspondence will result in the de facto acceptance of the milestone or could result in change orders due to additional project time required which is out of scope for this project.

Milestones

Contract Acceptance

Upon signature of the contract, the first milestone is complete. Following formal acceptance of the Contract/Purchase Order, the e-Plan project manager will coordinate the Project Kickoff and Launch meetings with the Client.

Implementation

Project Kickoff and Launch

The project kickoff meeting is a formal meeting that includes Client project stakeholders, Client executives, Client staff as well as the e-Plan Sales and project team members.

During this 2-hour presentation, we will review the high-level project plan, discuss the short, and long-term goals, and generally describe EPR. This open forum is an excellent opportunity for the Client executives to ‘rally’ the staff and set expectations for the what the finished implementation will deliver.

In the *Project Launch* meeting, the e-Plan project manager and core Client personnel shall meet remotely to discuss the following.

1. Identify the Project Manager who has deep expertise in the Client’s internal processes regarding permitting and plan review. This individual will be responsible for ensuring all deliverables are provided to the e-Plan Team on schedule, coordinating time with the Client subject matter experts as well as coordinating user training and product rollout/go live. The desired go/live date will be confirmed in the kickoff meeting.
2. Review terminology regarding project workflow status, assignment status, document cycles, etc. used in-house is identified to ensure that EPR is configured to use the same terminology.
3. Another item for discussion will be to define how and where electronic documents will be archived for long term retention.



4. Identify the Client's subject matter experts (the project team) who will participate in the product configuration and user acceptance testing (UAT).
5. Discuss and confirm the Project Timeline schedule for each milestone and all deliverables.
6. Confirm the schedule for remote project meetings.
7. Discuss the Discovery Deliverables (see below) that the Client will need to gather.

e-PlanSoft Responsibilities:

- Provide timely and appropriate responses to Agency's request for information.
- Coordinate project planning activities
- Complete Baseline Project Plan, Project Status Report Template, and Project Initiation Presentation deliverables with input from appropriate Agency resources

Agency Responsibilities:

- Identify and set expectations with key resources and subject matter experts for ongoing participation in the project.
- Provide timely and appropriate responses to e-PlanSoft requests for project planning input and meeting logistics requests.
- Provide meeting facilities for Virtual Kickoff and other remote activities.

Discovery

Following the project kick off presentation, the *Discovery* milestone is dedicated to collecting information needed for configuring the products to conduct the training and rollout of EPR.

It has several steps and components:

- The Client shall gather the following deliverables*, listed below, in the format provided by e-PlanSoft. This information will be used to configure EPR and user acceptance testing (UAT).
 1. List of all records/applications/projects/permits.
 2. An updated staff organizational chart for the departments/agencies involved in the project.
 3. Usernames, user roles, department/agency affiliation, user email and phone number.
 4. A sample representative document(s) for the Correction Report letter in Word format.
 5. A representative sample of electronic stamps (saved in .PNG format) for use by the EPR plan reviewers.
 - a. PNG images with transparent backgrounds are recommended.
 6. Standard Comments/Checklists in Excel format to be uploaded into the EPR Standard Comment Library, via an XLS template provided by e-Plan.
 7. A Client email account (for example: donotreply@domainname.com) that EPR can use to send automated emails to Client staff (email notification alerts). Requires opening firewall port 25.

e-PlanSoft Responsibilities:

- Provide EPR expertise.

Agency Responsibilities:

- Provide lists of requested data

Configuration

Tasks include:

1. Creation of **User accounts**, no more than **4** created.
2. Confirm the **EPR groups** (departments/agencies), no more than **30** created.
3. Configure the EPR application and **project type lists**, no more than **60** created.
4. Configure **Correction Report template**, no more than **1** created.
5. Upload standard comments into the **EPR Comment Library**, no more than **40** created.
6. Configure the EPR color scheme '**branding**' and login page landing image.
7. Upload Electronic **stamps** (.PNG format) and assign them to the appropriate Reviewers, no more than **5** created.
8. Confirm/configure the EPR **permission** settings.
9. Enter the Client **email** account that EPR will use to send automated emails to Client staff. For example: *DoNotReply@Clientdomain.org*
10. Create sample projects and upload sample plans for training of Client staff. Plans shall meet electronic submittal requirements.

During the completion of this milestone, the Client will validate that configuration for EPR is complete. The project schedule will be updated to indicate the completion of the Configuration milestone.

e-PlanSoft Responsibilities:

- Complete EPR Configuration

Agency Responsibilities:

- Validate EPR Configuration

Training

e-PlanSoft will provide comprehensive training for EPR users per the course outline below. Training is offered as follows:

Course Description	Intended Audience	Sessions
EPR training for Administrators: User accounts, permissions, configuration.	EPR Administrators	1
EPR training for Intake and Deliverables: PDF Scout inspector and OCR. Preparing Correction reports and project deliverables.	Permit Intake staff, Group managers, Permit QA Supervisors	1
EPR training for Reviewers: Performing plan review. Plan review using <i>paper-based</i> plans. Preparing Correction reports and project deliverables.	Reviewers, Group managers, Permit QA Supervisors.	2

*Additional training is available at the rate indicated on your Purchase Order/Sales Order.

Training Materials

EPR online help can be accessed from within the products by selecting the help icon. Several training videos for users of the EPR Review page are available.

Training Environment

To facilitate the best possible experience for web training, user should have available:

1. Workstations/laptop for each trainee
 - a. Latest version of Chrome.
 - b. 27-inch monitors.
2. A communication device such as a phone, headset, or microphone and speakers.
3. A maximum class size of 15 users is recommended to complete the training in the time allotted.

Once training has been completed, this milestone will be complete. The project schedule will be updated to indicate the completion of the Training milestone.

User Acceptance Testing (UAT)

In this milestone, the core project team will devote a dedicated period to testing the full process from end to end in EPR. Requirements on the Agency for UAT testing are typically .5-1 hour of testing per record/permit type. The desired goal is to confirm the configuration is working properly.

UAT For EPR

Testing EPR includes the following:

1. Submitting the project in EPR
2. Confirming *optical character recognition* (OCR) of the sheet numbers on the incoming plans.
3. Performing plan review including adding comments, markups, stamps, measurements.
4. Generating a Correction Report.
5. Preparing a deliverable package.
6. Sending deliverable package from EPR to applicant.
7. Resubmitting plans in EPR.
8. Accepting and routing the next submittal to the plan reviewers.
9. Stamping the final approved set of plans.
10. Downloading the approved final set for long term retention.
11. Sending the Approved deliverable from EPR to applicant
12. Closing the project record

The Client needs to test every record and workflow process to be successful.

During User Acceptance testing, the Agency can expect to spend .5-1 hour per person, per record for testing all the EPR processes. For example, if an Agency has 50 permit types to test it will take **one person** anywhere from 25 hours (3 days) to 50 hours (1.25 weeks).



e-PlanSoft Responsibilities:

- Provide timely responses to Agency's UAT bugs and questions.
- Fix all go-live critical bugs and log bugs not being fixed and provide a mitigation plan on when bug will be resolved.

Agency Responsibilities:

- Identify Test cases for UAT.
- Perform UAT and provide signoff.

Once UAT has been completed, this milestone will be completed.

The project schedule will be updated to indicate the completion of the UAT milestone.

Go Live

Final Preparation

This stage includes the steps necessary to prepare the EPR environment for launch and put into active use. It marks a significant transition from the development and testing phase to the live production environment. Final preparations, including all development and modifications to the core system have been approved and customers and staff are preparing for cutover and go live.

A smoke test will be performed in your production environment to test core functionality.

Go Live and Support

This phase occurs right after the system goes live. In the initial two weeks post-launch, e-PlanSoft commits to supporting the rollout. A seamless transition is anticipated, assuming User Acceptance Testing (UAT) and end-user training have been effectively completed, and the internal customer process experts are prepared for the live operation and subsequent support handover.

Communication

We recommend the client organize a client-wide communication event regarding the acceptance of electronic plan reviews. Announce the go-live date and update the client website with the latest information.

Post Go Live Support

e-PlanSoft delivers continuous support throughout the project's duration. Our dedicated implementation team, in collaboration with our support staff, offers two weeks of comprehensive support following the go-live date. After this initial support period, a formal handoff to our permanent support team is conducted, highlighted by an official presentation from our Client Success Manager. Following the handoff, e-PlanSoft arranges regular meetings with the client to provide ongoing support sessions, ensuring smooth operations and addressing any potential issues.

This completes the implementation of the project. All milestone deliverables are complete.



e-PlanSoft Responsibilities:

- Ensure Production environments are functional and ready for Agency Launch
- Provide post go live support for 2 weeks
- Hand off Agency to EPR support team

Agency Responsibilities:

- Participate in production smoke test prior to launch, to confirm environment functionality.
- Participate in post go live support meetings
- Participate in EPR support team handoff meeting

Key Assumptions

1. The Client shall provide the required documentation for configuring the product as specified in this SOW.
2. The e-Plan Project Manager and Client POC will schedule calls as required for this project.
3. The Client **commits the necessary staff and dedicated resources** be available for the agreed upon project schedule Timeline.
4. Delays to the project caused by staff unavailability will negatively impact on the project schedule.

Plan Review Workstations

1. EPR is supported on the *Chrome* and *EDGE* browsers although Chrome is the preferred browser.
2. EPR requires popups to be enabled for the specific domain to which EPR is deployed. (Any Client policy to disable browser popups must be allowed for your EPR URL.)
3. We recommend that *Adobe Reader* be installed on workstations.
4. EPR Reviewers should have at minimum, two 27" + inch monitors running in high definition (1920x1080p). A graphics card capable of supporting two 27-inch+ monitors is recommended.

Permit Intake Workstations

1. EPR is supported on the *Chrome* and *EDGE browsers* although Chrome is the preferred browser.
2. EPR requires popups to be enabled for the specific domain to which EPR is deployed. (Any Client policy to disable browser popups must be allowed for your EPR URL.)
3. We recommend that *Adobe Pro* be installed on the Permit Intake workstations.

This document includes a non-exhaustive summary of basic workstation requirements. For full e-PlanREVIEW workstation requirements refer to [User Workstation Requirements](#).

Scope Change and Change Orders

The purpose of Scope Change is to define the process that will be utilized to manage and account for changes to project scope, cost, and schedule. All project tasks must be approached with an understanding of the project scope and critical examination within the context of scope, cost, and schedule management.

When a project's scope undergoes modification the project team must assess the impact on timelines, resources, and overall objectives. The Change Order Process is defined as anything that changes the Statement of Work, duration of the project, or contract values. The Change Order Processes will follow the steps outlined below.

A Change Order Request Form must be completed for all changes requested by either e-PlanSoft or the Client that further clarifies impact or deviate from the approved SOW or MSA. The e-PlanSoft Project Manager will be responsible for managing all Change Order requests submitted on the project in accordance with the following process:

1. All requests must be submitted in writing to the e-PlanSoft Project Manager either by e-mail or hard copy to be recognized as a formal request. Verbal requests or voice mail will not be considered formal change order requests. The Change Order Request Form, shown in an Appendix of this SOW, should be used to document in detail the change and provide justification for why it is needed. The initial submission must also document the estimated work effort and cost specifically for investigating what it would take to implement the change if approved. Based on the impact analysis and the estimated work effort and cost, representatives from both e-PlanSoft and the Client will jointly determine whether to proceed with the investigation. If the investigation is rejected, then the Change Order request is considered rejected, and no further action is required. If it is accepted, then the requester (or its assignees) will then determine the impact of implementing the change on the project. The Client is responsible for completing any additional paperwork required because of this change (i.e., internal contract change documents).
2. In investigating the impact of the Change Order on the project, the requester (or its assignees) will determine the impact and change on the cost, schedule, and manpower originally estimated for the project. The requester will also determine the impact on the SOW and any revisions to the language that may be required, as well as the estimated work effort and cost to implement the Change Order. Once the investigation has been completed, the requester will complete the Change Order Request Form with the information gathered in this step and resubmit it to the project manager for coordinating the review and approval.
3. Based on the estimated work effort and cost, representatives from both e-PlanSoft and the Client will jointly determine whether to proceed with implementing the Change Order. If the implementation is rejected, then the Change Order request is considered rejected, and no further action is required. If the Change Order is accepted, the Change Order request is considered approved. Once all appropriate signatures have been obtained for the Change Order, the approved Change Order will become part of the overall agreement and an amendment to the SOW. The amended SOW will become the new baseline document upon which any new changes will be based.
4. Hourly rates defined in your Purchase Order/Sales Order will apply.

Change Order Form

<i>Proposed Change(s) AND Reason/Justification for Change (Indicate Urgency Level)</i>
Urgency Level: <input type="checkbox"/> High <input type="checkbox"/> Medium <input type="checkbox"/> Low
Project Name and Control NUMBER:
Requestor:
Organization:
Date of Request:
<i>Description of Change:</i>
<i>Impact of Change(s):</i>
Impact on Resources:
Impact on Schedule:
Impact on Requirements:
Impact on Cost:
<i>Assumptions / Risks:</i>
<i>Alternatives to Proposed Change(s) (if any):</i>
SUMMARY of Total Impact of Change
Resources:
Schedule:
Requirements:
Cost:



Acceptance

Please indicate the Client contact responsible for authorizing this SOW:

Name:	
Title:	
Signature:	
Phone Number(s):	
Email:	

**MITCHELL HUMPHREY & CO.
SOFTWARE PRODUCT LICENSE AND
MAINTENANCE SUPPORT AGREEMENT**

This Agreement is made as of the 24th day of July 2024, by and between Mitchell Humphrey & Co., a Missouri Corporation, (“MH&Co.”), and the City of West Haven, Connecticut (“Client”), who hereby mutually agree as follows:

1. Definitions

When used herein with initial capitalizations, whether in singular or in the plural, the following terms shall have the following meanings:

- 1.1 “Annual Maintenance Fee” shall mean the fee to be paid by the Client for obtaining maintenance and support services granted in this Agreement.
- 1.2 “Concurrent User” applies to a Software license that is based on the number of simultaneous users accessing the Software.
- 1.3 “Customers” shall mean citizens/business entities that register to access the FTG Connect® Citizen Portal (if purchased).
- 1.4 “Delivery” shall mean receipt by Client of the Licensed Software at Client's place of business or availability of the Software via the Service.
- 1.5 Intentionally left blank.
- 1.6 “Implementation Fee” shall mean the fee to be paid by the Client for consulting services and training provided to install, configure, and implement the Licensed Software.
- 1.7 “Infringement Claim” shall mean any claim that the Licensed Software infringes a U.S. copyright, trademark, or trade secret.
- 1.8 “Licensed Documentation,” “Documentation,” or “User Manuals” shall mean all operating manuals, training manuals, and all other documentation that is related to the Software.
- 1.9 “License Fee,” “Annual Service Fee,” or “Service Fee” shall mean the fee to be paid by the Client for obtaining a license as granted in this Agreement.
- 1.10 “Licensed Product” shall mean, collectively, the Licensed Software and Licensed Documentation (as hereinafter further defined).

- 1.11 “Licensed Software” or “Software” shall mean the software identified in Exhibit A, annexed hereto and made a part hereof, in object code form, and source code form if source code is included as part of this Agreement.
- 1.12 “Material Defect” shall mean a substantial defect in a Software system as to render the Software system unable to be used for its intended purpose, as described in the Licensed Documentation.
- 1.13 “Mobile App User” applies to Users with a Named User License to use the FastTrackGov Licensed Software and a Mobile App User License.
- 1.14 “Named User” applies to Licensed Software where rights are assigned exclusively to a single named Software user.
- 1.15 “Public Portal” shall mean communication and services provided to Customers of Client online through the Use of the FTG Connect Software (if purchased). Public Portal access does not require a User License.
- 1.16 “Reasonable Expenses” shall mean all out-of-pocket expenses incurred by MH&Co. in providing pre-installation consulting and support, installation assistance, warranty support, maintenance support, and other services provided in support of the Licensed Products. Such expenses shall include, but not by way of limitation, secretarial service charges, transportation charges between MH&Co. and Client's place of business, lodging charges, meal expenses, rental car charges, taxi expenses, parking fees, and mailing/shipping expenses.
- 1.17 “Renewal Date” shall mean the date upon which subsequent years’ Annual Service Fees are due. This date shall be twelve (12) months following the due date of the Service Fee for the prior year.
- 1.18 “Service” shall mean certain proprietary, web-based Software and services provided through a secure private cloud, including:
- i Custom-managed and application hosting;
 - ii Hosted email; and
 - iii Disaster recovery.
- 1.19 “Test Account” shall mean a copy of the Licensed Software to be used for the sole purpose of testing portions of the Software prior to placing it into production.
- 1.20 “Test Account License Fee” shall mean the fee to be paid by the Client for obtaining the right to use a Test Account.

- 1.21 "Updates" shall mean periodic enhancements, modifications, and corrections to the Software and Documentation provided under Section 9, Support Service, or Section 10, Maintenance Support, of this Agreement.
 - 1.22 "Use" shall mean the reading in to and out of memory of the Licensed Software and the execution of such Software, in whole or in part, by the server, or the authorized test or backup servers.
 - 1.23 "Users" shall mean Client's employees or agents who are assigned a back-office User ID and password for use with specific Named User or Concurrent User Licensed Software.
2. Licensed Software
- 2.1 MH&Co. hereby grants to Client a personal, non-exclusive and non-transferable license to use the Licensed Software specified in Exhibit A during the term hereof and to utilize the Licensed Documentation during the term hereof in support of the Use of the Licensed Software.
 - 2.2 Client shall have the right to use the Licensed Software to process Client's data and that of Client's subsidiaries and affiliates only.
 - 2.3 Intentionally left blank.
 - 2.4 A Test Account may be licensed for certain Software at an additional fee; both specified in Exhibit A of this Agreement. An Annual Maintenance Fee shall be charged on such Test Account for as long as it is in existence. The Test Account may be discontinued with appropriate written notice in accordance with the provisions set forth in Section 10, Maintenance Support, of this Agreement.
 - 2.5 Client shall have the right to use the *FTG Connect* Citizen Portal (if purchased) and to make it available to its Customers through its web site.
 - 2.6 Client shall have the right to use the *FTG Mobile App* (if purchased) for Licensed Mobile App Users.
 - 2.7 MH&Co. agrees to provide Client with access to the Software as a Service if Client so desires as has been indicated in Exhibit A.
 - 2.8 When specified in Exhibit A, Client shall use the Service to access certain aspects of its financial accounting, community development, or citizen services software and to allow Customers to engage in Client's services online. Terms of Service are specified in Exhibit C.

- 2.9 Client shall be solely responsible for selecting, purchasing, and maintaining any equipment and computer hardware and/or software required to use the Software or Service.

3. License Fees and Payments

- 3.1 Client agrees to pay MH&Co. the License Fee, Annual Maintenance Fee, Annual Service Fee, and/or the Implementation Fee as defined in Exhibit A, for the License and/or Service granted hereunder; plus, Reasonable Expenses as incurred by MH&Co. in connection with this Agreement.

- 3.2 The Annual Fee includes all costs for Implementation Services, Software, Software Assurance, and Hosting. The Annual Fee shall be due and payable according to the following terms:

- i One Hundred (100) percent of the Annual Fee for Year One is due thirty (30) days following Delivery of the Software. This date becomes the date upon which the Renewal Date for subsequent years' Annual Service Fees will be based.
- ii Client agrees to a five (5) year commitment. Should Client cancel the Software Product License and Maintenance Support Agreement prior to the end of the contract term, all monies in the contract become immediately due and payable.

3.3 Intentionally left blank.

3.4 Intentionally left blank.

3.5 Intentionally left blank.

3.6 Intentionally left blank.

- 3.7 Client shall pay all taxes assessed or levied by virtue of this License Agreement, the Licensed Product, or any portion thereof, including sales, use, or personal property taxes, and including any penalties or interest arising from the failure to pay such taxes in a timely manner.

- 3.8 In the event Client fails to pay MH&Co. invoices when due, MH&Co. shall not be obligated to perform under this Agreement until said invoices have been paid in full by Client. Should said unpaid invoice be for a License, Service, or Maintenance Fee, Client shall cease using the Software until such time as the invoice for the Fees is paid in full. As a result of such unpaid invoices, MH&Co., at its discretion, may terminate this agreement, or any part hereof, in accordance with Section 14.

- 3.9 For the first year, the Annual Maintenance and Service Fee (if applicable) shall be as listed in Exhibit A. For subsequent years, MH&Co. may adjust the Annual Maintenance and Service Fee by giving Client written notice of such adjustment no less than thirty (30) days prior to the date upon which the adjustment is to take effect. In addition, MH&Co. may increase the cost of services provided by a third party if the applicable third party has increased the price paid by MH&Co. MH&Co. will provide to Client written notice of any such adjustments no less than thirty (30) days prior to the date upon which the adjustment is to take effect.
- 3.10 Other fees, charges (including, but not limited to, charges for additional training, consulting, custom work, and any related expenses) or taxes which may accrue from time to time shall be due and payable upon the presentment of a bill or invoice to Client. Failure to pay any invoice when due will result in suspension of Support Service, as defined in Section 9, until invoice is paid in full by Client.
- 3.11 All License Fees and other charges, if any, shall be due and accepted at MH&Co.'s home office.

4. Term of License Agreement and License

Unless otherwise terminated or canceled as hereunder provided, the term of this Agreement and the license granted hereunder shall commence on the effective date hereof and shall continue in perpetuity.

5. Intellectual Property

- 5.1 Client acknowledges and agrees that title to and ownership of the Licensed Software Intellectual Property is, and will remain, vested in MH&Co. at all times and for all purposes.
- 5.2 The Licensed Software Intellectual Property includes the Licensed Software, Documentation, the Portal, all materials provided by or on behalf of MH&Co. to Client, and all related intellectual property rights, including, but not limited to, all trademark, copyright, trade secret, and patent rights.
- 5.3 Client will not knowingly take any action inconsistent with MH&Co.'s rights in and to the Licensed Software Intellectual Property.
- 5.4 Except as provided or allowed by law, Client shall not reverse engineer, decompile, disassemble, or otherwise attempt to derive source code or other trade secrets from any software or other intellectual property of MH&Co.
- 5.5 At MH&Co.'s reasonable request, Client will assist MH&Co. in maintaining the integrity of its rights in and to the Intellectual Property, at MH&Co.'s sole cost and expense. Client will use commercially reasonable efforts to immediately notify

MH&Co. if Client becomes aware of any threatened or actual conflict with, or challenge against, any of MH&Co.'s rights in and to the Licensed Software Intellectual Property.

- 5.6 Client is responsible for obtaining all licenses required for the inclusion of any copyrighted text in works provided by MH&Co. at Client's request. Client shall indemnify and hold harmless MH&Co. from any claim and lawsuit, including, without limitation, attorney fees, asserting that MH&Co.'s inclusion of such text infringes a third party's copyright in that text.

6. Confidentiality

- 6.1 Both parties acknowledge that information learned by either party in the course of performing or preparing to perform its obligations or exercising its rights under this Agreement shall be treated as confidential information, whether such information is oral or written, such information comprising (a) information that is proprietary to the party who disclosed it (the "Disclosing Party"), including, without limitation, the Disclosing Party's intellectual property; and (b) information that either is designated as confidential information by the Disclosing Party or, under the circumstances of the disclosure, should to be treated as confidential, and is not generally known other than by the Disclosing Party and parties subject to obligations of confidentiality, whether or not such information is owned by the Disclosing Party.

The terms and conditions of this Agreement are Confidential Information of both parties. Client acknowledges that the Licensed Software, its capabilities, technical descriptions, fee structure, and any code relating to the Licensed Software or any other aspect of the Software, including, without limitation, the source code, are the Confidential Information of MH&Co.

Confidential Information will not include information that:

- i Was known by the Receiving Party at the time of receipt from the Disclosing Party and is not subject to any other non-disclosure agreement between the parties;
- ii Is, or hereafter becomes, generally known to the public through no fault of the Receiving Party;
- iii Was independently developed by the Receiving Party without reference to Confidential Information; or
- iv Was or becomes available to the Receiving Party on a non-confidential basis from a third party, provided that such third party is not bound by an obligation of confidentiality to the Disclosing Party with respect to such Confidential Information.

6.2 Except as otherwise provided in this Agreement, each party will:

- i Retain in confidence all Confidential Information of the Disclosing Party, using at least the same degree of care in safeguarding the Disclosing Party's Confidential Information as it uses in safeguarding its own Confidential Information, subject to a minimum standard of reasonable diligence and protection;
- ii Use and disclose such Confidential Information only in the course of performing its obligations or exercising its rights pursuant to this Agreement;
- iii Disclose such Confidential Information within its organization only to those of its employees or subcontractors who need to know it to perform the obligations or exercise the rights of the Receiving Party; and
- iv Promptly following the request of the Disclosing Party or upon Termination of this Agreement, return to the Disclosing Party all of the Confidential Information such party delivered or disclosed, together with all copies thereof made by the Receiving Party, except as such materials have either been destroyed or retained solely for archival purposes.

It will not be a violation by either party of this Subsection 6.2 to disclose any information required to be disclosed by law or legal process. However, the Receiving Party will (a) promptly notify the Disclosing Party of the disclosure request, and (b) at the Disclosing Party's request and expense, provide reasonable assistance in any effort by the Disclosing Party to prevent or limit such disclosure.

6.3 Each party recognizes and acknowledges that any use or disclosure of the Confidential Information of the other party in a manner inconsistent with the provisions of this Agreement may cause the other party irreparable damage for which remedies at law may be inadequate, and each party agrees that in any request to a court of competent jurisdiction by the Disclosing Party for injunctive or other equitable relief seeking to restrain such use or disclosure, the Receiving Party will not maintain that such remedy is not appropriate under the circumstances.

6.4 All data provided by Client to MH&Co. shall remain the property of Client. The foregoing notwithstanding, MH&Co. shall have a perpetual, fully paid-up license to use and disclose, in furtherance of MH&Co.'s business, any data that:

- i Either does not include personally identifiable Customer information or has been de-identified; and
- ii Has not been identified by Client in writing as confidential information. In addition, the business records of MH&Co. and all other records, electronic or otherwise, created or maintained by MH&Co. in performance of this Agreement, will be and will remain MH&Co.'s property, even though said

records may reflect or contain personally identifiable customer information or confidential information of Client or other information concerning or provided by Client. All de-identified information created by MH&Co., in compliance with this Agreement, will belong exclusively to MH&Co.

7. Express Warranty & Limitations

- 7.1 MH&Co. warrants that it owns or has the right to license the Software products furnished to Client under this Agreement.
- 7.2 MH&Co. warrants that for a period of ninety (90) days after Delivery:
- i The Software will perform materially in accordance with the User Manual(s) provided for the Licensed Software, except those portions of the User Manual describing functions which Client has not purchased; and
 - ii MH&Co. will perform in accordance with Section 9, Support Service, of this Agreement.
- 7.3 MH&Co. may terminate the warranty in Subsection 7.2 in the event Client modifies the Software code or is using Software other than MH&Co.'s standard release without MH&Co.'s written permission.

8. Software Acceptance

- 8.1 For a period of forty-five (45) days, commencing upon completion of initial training on each individual Software system listed in Exhibit A, Client may receive a refund for any individual Software system containing a Material Defect that Client has notified MH&Co. of in writing, and MH&Co. has failed to correct within ninety (90) days of such notice.
- 8.2 Said refund shall be for the defective individual Software system only, and expressly excludes payments made or due under this Agreement for other Software systems, services, or Reasonable Expenses.
- 8.3 In the event Client receives a refund under Subsection 8.1 of this Agreement, Client agrees to cease using the individual Software system for which a refund has been received, to allow MH&Co. to access Client's site to modify the individual Software system to prevent it from being used, and to return to MH&Co. all Documentation for said individual Software system.

9. Support Service

- 9.1 During the warranty period, as defined in Subsection 7.2, and while Client is receiving Maintenance Support, if an error is detected which prevents the Software from being used for its intended purpose, Client shall promptly notify MH&Co. in writing. Errors

must be reported to MH&Co. in sufficient detail to enable MH&Co. to reproduce the error. MH&Co. shall respond on a priority basis and attempt to confirm the existence of an error. Upon verification of the error, MH&Co. shall remedy the error in one of the following ways:

- i Modify the Software to perform in accordance with the Documentation;
- ii Provide a workaround;
- iii Inform the Client that the problem will be corrected on a future release of the Software; or
- iv Amend the Documentation.

9.2 If MH&Co. is unable to verify the existence of an error, MH&Co. shall notify Client that MH&Co. has been unable to reproduce the reported error.

9.3 If MH&Co. determines that no error exists in the Software during an investigation of an alleged error, Client will pay MH&Co. for its time expended in investigating the alleged error in accordance with its prevailing per diem rates plus Reasonable Expenses.

9.4 During the warranty period and while the Client receives Maintenance Support under Section 10 of this Agreement, MH&Co. agrees to provide Client with all standard enhancements and changes to the Licensed Software, provided Client has paid MH&Co. all amounts due under this Agreement, and that this Agreement remains in effect.

9.5 Intentionally left blank.

10. Maintenance Support

Upon the Maintenance Start Date, as shown in Exhibit A, MH&Co. agrees to provide Support Service for the Software as provided for under Subsections 9.1, 9.2, and 9.4 of this Agreement; and will abide by the terms set forth in Exhibit B, Service Level Agreement.

10.1 Maintenance Support shall be provided for a period of twelve (12) months. Maintenance Support shall be automatically renewed for an additional twelve (12) month increment unless Client terminates Maintenance Support by giving MH&Co. written notice of such Termination no less than thirty (30) days prior to the beginning of the second or subsequent maintenance period; or MH&Co. terminates Maintenance Support by providing Client written notice at least thirty (30) days prior to the beginning of any maintenance support period.

10.2 For the first year of Maintenance Support, commencing on the Maintenance Start Date as shown in Exhibit A, the fee for Maintenance Support shall be as listed in Exhibit A. For subsequent years, MH&Co. may adjust the fee for Maintenance Support by giving

Client written notice of such adjustment no less than thirty (30) days prior to the date upon which the adjustment is to take effect.

- 10.3 In the event Client has terminated Maintenance Support, or MH&Co. terminates Client's Maintenance Support under Subsection 14.2 of this Agreement, and Client desires to reinstate Maintenance Support, MH&Co. may, at its option and upon receipt of payment from Client of a maintenance reinstatement fee, reinstate Maintenance Support for Client.
- 10.4 Intentionally left blank.
- 10.5 During the period Client receives Maintenance Support under Paragraph 10 of this Agreement, MH&Co. agrees to provide Client with all standard enhancements and changes to the Licensed Software and Documentation, provided Client has paid MH&Co. all amounts due under this Agreement, and the Agreement remains in effect. Regulatory updates will be provided at an additional prorated cost.
- 10.6 Client is responsible for maintaining regular backups of the Software and data that resides on their servers; and for proper maintenance of hardware, operating system, and database software. MH&Co. is not responsible for problems which may occur and the resultant loss of data due to external factors related to the system.

11. Disclaimer of Warranties

EXCEPT FOR THE EXPRESS WARRANTIES ABOVE, MH&CO. DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, AND WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, PERFORMANCE OF THE LICENSED SOFTWARE IN CLIENT'S COMPUTING ENVIRONMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

12. Indemnification

- 12.1 MH&Co. shall indemnify, defend, and hold Client harmless from and against any Infringement Claim and pay all damage or loss and amounts that a court finally awards or that MH&Co. agrees to, in settlement of such claim. Client shall:
 - i Immediately notify MH&Co. in writing of any Infringement Claim;
 - ii Allow MH&Co. to control, and fully cooperate with MH&Co. in, the defense of such claim and all related negotiations. MH&Co. shall not be required to indemnify Client for any settlement that Client enters into without MH&Co.'s prior written consent. If the operation or Use of subject Software becomes, or in MH&Co.'s opinion is likely to become, the subject of any claim of infringement of any third party's intellectual property rights, then MH&Co. may, at MH&Co.'s sole discretion and expense, either (a) procure the right for Client to continue to use the subject Software or (b) replace or modify the

subject Software so that it becomes non-infringing while retaining substantially comparable functionality. If the foregoing is not possible on terms that are commercially reasonable in MH&Co.'s judgment, then MH&Co. may terminate this Agreement upon written notice to Client. MH&Co. shall have no obligation to defend, indemnify, or hold Client harmless against an Infringement Claim to the extent that such claim is based on Client's access or Use of subject Software in violation of the terms of this Agreement. This Subsection 12.1 states MH&Co.'s entire obligation to Client regarding Infringement Claims.

12.2 Client agrees to indemnify, hold harmless, and defend MH&Co. and its officers, directors, employees, agents, affiliates, subsidiaries, successors, users, and assigns from and against any and all damages or losses incurred in connection with any claim or cause of action by any person or entity who is not a party to this Agreement based upon, arising from, or related to:

- i The improper Use of or access to the subject Software;
- ii The inaccuracy, incompleteness, or inadequacy of any data or any information provided to MH&Co. by Client;
- iii The failure of MH&Co. to comply with any applicable law or regulation where such compliance is rendered impossible or commercially unreasonable by the acts or omissions of Client;
- iv The ineligibility of any Customer, or any other person, for any license, permit, or other product, or service offered by Client; or
- v Any allegation that the Client Elements provided by Client to MH&Co. hereunder infringe any patent, copyright, trademark, trade secret, or other intellectual property right of a third party.

13. Limitation of Liability

In no event shall MH&Co. be liable for any special, incidental, punitive, indirect, exemplary, or consequential damage of any kind which may arise in connection with the use of or inability to use the Licensed Product and whether such damage is based on a theory of breach of warranty, breach of contract, negligence, strict liability in tort, or any other legal theory. Damages hereunder excluded include, but are not limited to, loss of profits, loss of savings or revenue, loss of Use of the Licensed Product, cost of capital, cost of any substitute Software, facilities or services, downtime, the claims of third parties including Clients, and injury to property.

Further, except as otherwise explicitly provided herein, neither MH&Co.; any vendor providing equipment, software, or services to MH&Co.; nor any director, officer, employee, affiliate, or agent of MH&Co. or any vendor will be liable for any loss, damage, cost, or expense whatsoever, direct or indirect, regardless of the cause, that may arise out of, or be in

any way related to, the Use of *FastTrackGov* Software or the Service, including, but not limited to:

- i The suspension or Termination of, or the inability to Use, all or any part of the *FastTrackGov* Software or the Service;
- ii The erroneous transmission of any data or the transmission of any erroneous data;
- iii Any failure or delay suffered or allegedly suffered by any party in receiving or sending any information, however caused;
- iv The delivery or transmission of any virus, worm, or other disruptive device; or
- v Any other cause in connection with the furnishing of services or notices by MH&Co. or the performance, maintenance, or Use of, or inability to use, all or any part of the *FastTrackGov* Software or the Service.

The foregoing will apply regardless of whether a claim arises in contract, tort, negligence, strict liability, or otherwise.

14. Termination

14.1 Either party shall have the right to terminate this Agreement if the other party materially breaches this Agreement. The non-breaching party shall send a notice to the breaching party specifying each breach with reasonable specificity, and within thirty (30) days following such notice, the breaching party must either:

- i Have cured each such breach; or
- ii With respect to a breach which may not be reasonably cured within such thirty (30) day period, have agreed with the non-breaching party upon a plan to cure the breach. If the breaching party fails to accomplish the foregoing within such thirty (30) day period, this Agreement may be terminated by the non-breaching party by written notice, effective as of the date specified in such notice. Further, if the breaching party fails to timely provide the cure in accordance with the plan, it shall be deemed a material breach of this Agreement, and the non-breaching party shall have the right to terminate this Agreement upon written notice to the breaching party, effective as of the date specified in such notice. Termination of this Agreement by the non-breaching party shall not relieve the breaching party from liability for any breach of, or other obligations arising under, this Agreement occurring before such termination.

14.2 MH&Co. may terminate this Agreement and any license granted to Client hereunder if:

- i Client fails to pay MH&Co. any License Fees or other charges (including, but not limited to, charges for training, consulting, and custom work and any related expenses) when due; or
- ii Client becomes insolvent or seeks protection, voluntarily or involuntarily, under any insolvency law or law of bankruptcy.

14.3 Promptly upon termination or cancellation of this Agreement for any reason, Client agrees to erase all tapes, disks and other media containing the Licensed Software, including all copies thereof, and to destroy by shredding all copies of the Licensed Documentation. Following erasure and destruction of the Licensed Product as aforesaid, Client shall provide to MH&Co., within thirty (30) days following termination or cancellation, Client's written certification that the aforesaid erasure and destruction have been completed. (Remove for hosted contracts)

14.4 In the event of termination of this Agreement or of any license granted to Client hereunder, MH&Co. may:

- i Declare all amounts owed hereunder to MH&Co. to be immediately due and payable;
- ii Require Client to comply with the provisions of Subsection 14.3 of this Agreement regarding erasure and destruction of the Licensed Product in case of termination or cancellation; and
- iii Cease performance of all of MH&Co.'s obligations hereunder without liability to Client.

14.5 MH&Co.'s foregoing rights and remedies shall be cumulative and in addition to all other rights and remedies available to MH&Co. in law and in equity.

15. Escrow

If the Client so elects, and upon payment of an Escrow fee, listed in Exhibit A, to MH&Co.; source code for the Software shall be maintained in Escrow by MH&Co. and be kept current.

15.1 The Escrow agent shall be directed by MH&Co. to deliver to Client, at no charge to Client, the source code applicable to this Agreement in the event:

- i MH&Co. enters into any voluntary or involuntary receivership arrangement and, as a result, MH&Co., its successors or assigns is unable to perform its obligations under this Agreement; or
- ii MH&Co. has ceased its on-going business operations and, as a result, MH&Co., its successors or assigns is unable to perform its obligations under this Agreement.

15.2 MH&Co. shall retain full title to the Licensed Product. The source code released to Client pursuant to this Agreement shall be subject to Subsection 5.1 of this Agreement.

16. Notices to Clients

The parties to this Agreement acknowledge and agree that Client is solely responsible for complying with all federal, state, and local notification requirements that may apply to Client. MH&Co. shall not be responsible for reviewing any notifications or for advising Client of the completeness, adequacy, timing, or accuracy of any such notifications.

17. Exhibits

The following Exhibits, including all subparts thereof, are attached to this Contract and are made a part of this Contract for all purposes:

Exhibit A	MH&Co. Licensed Software
Exhibit B	MH&Co. Service Level Agreement
Exhibit C	MH&Co. Hosted Software Terms of Service

18. Complete Agreement

Client agrees that this Agreement, including any Exhibits, is the complete and exclusive statement of the agreement between the parties which supersedes all proposals or prior understandings or agreements, oral or written, and all other communications and representations between the parties relating to the subject matter of this Agreement.

19. Force Majeure

In the event either party is prevented from performing or is unable to perform any of its obligations under this Agreement due to any cause beyond the reasonable control of the party invoking this provision, including, without limitation, failures of computer-related equipment, hardware or software, the affected party's performance will be excused and the time for performance will be extended for the period of delay or inability to perform due to such occurrence.

20. Limitations on Assignability

Client may not assign this Agreement without the prior written consent of MH&Co., such consent not to be unreasonably withheld.

21. Severability

Each Section of this Agreement is severable from the entire Agreement and if one provision is declared invalid by a court of competent jurisdiction, the remaining provisions shall nevertheless continue in full force and effect.

22. Governing Law and Consent to Mandatory Arbitration

Except as otherwise provided herein, the validity, construction, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Missouri, United States of America.

The parties agree to try to resolve any dispute relating to this Agreement by negotiation between senior executives of the parties. If the dispute is not resolved within forty-five (45) days after written notice by either party to the other party of the existence of such a dispute, then such dispute shall be resolved by binding arbitration administered in accordance with the Commercial Rules of the American Arbitration Association a Board of **three (3) arbitrators, one picked by each party and the third picked by the two (2) selected arbitrators** having experience in commercial license agreements for intellectual property, and conducted in St. Louis, Missouri, using English as the official language of the arbitration. The Board shall not be empowered to grant exemplary, punitive, or consequential damages or damages in excess of those damages permitted under the express terms of this Agreement; however, the Board may grant equitable relief as provided herein. The party prevailing on substantially all of its claims, as determined by the Board, shall be entitled to recover its costs, including attorney fees, for the arbitration proceedings, as well as any ancillary proceeding, including a proceeding to compel or enjoin arbitration, to request interim equitable measures, or to confirm or set aside an award.

Claims, causes of action or other disputes brought by MH&Co. against the Client arising out of or related to this Agreement related to the Client's breach of any material provision of Section 5, Intellectual Property or Section 6, Confidentiality are not subject to mandatory arbitration under this paragraph. In the event of such material breach by Client of one of these provisions, MH&Co. will be entitled, in addition to any other rights and remedies it may have, to recover its reasonable attorney's fees and costs.

23. Jurisdiction and Venue

Venue of any action brought by either party pursuant to this Agreement or by reason of any breach hereunder shall be in the United States District Court for the Eastern District of Missouri, Eastern Division, or the Circuit Court of St. Louis County, Missouri. Client waives any objection to the jurisdiction or venue of said courts and to any service of process issued under their authority. Client agrees that it may be served by any method of process described in and authorized by the Federal Rules of Procedure, or the Missouri Rules of Civil Procedure, as the case may be.

24. Entire Agreement; Amendments; Waiver

This Agreement, including, without limitation, any Exhibits, contains the entire understanding of the parties with regard to the subject matter contained herein. The parties may amend, modify, and supplement this Agreement only by mutual written agreement. The failure of either party to enforce, at any time, any provision of this Agreement shall not be

construed to be a waiver of such provision, nor in any way to affect the validity of this Agreement or any part hereof or the right of such party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach, nor shall any delay by either party to exercise any right under this Agreement operate as a waiver of any such right.

25. Acceptance

This Agreement shall be null and void and of no effect unless Client signs it and delivers it to MH&Co. at its home office. Subsequent execution by MH&Co. at its home office shall constitute acceptance thereof.

26. Notices

Any notice which either party shall be required by this Agreement to give to the other shall be in writing and delivered by mail addressed to the respective parties as follows, or to such other addresses, as the respective parties may designate from time to time:

Client: City of West Haven
355 Main Street
West Haven, Connecticut 06516-4343

MH&Co.: Mitchell Humphrey & Co.
1285 Fern Ridge Parkway, Suite 140
St. Louis, Missouri 63141-4409

27. Optional Contract Usage

In addition to the eligible users referenced above with the consent of the successful respondent(s), purchases may be made under the terms and conditions of this Negotiation by any government entities. Appropriate governmental entities' purchasing laws, rules and regulations shall apply to purchases made under this contract.

28. Client's Acknowledgment

Client has read this Software Products License and Maintenance Support Agreement, understands it, intends to be bound by its terms and acknowledges that MH&CO.'S WARRANTIES SET FORTH IN SECTION 7 HEREOF ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

AS NOTED ABOVE IN SECTION 22, GOVERNING LAW AND CONSENT TO MANDATORY ARBITRATION, THIS LICENSE AGREEMENT CONTAINS A

BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

IN WITNESS WHEREOF, the parties hereto by due corporate and other lawful proceedings, and individually, where applicable, have hereto caused this Agreement to be executed on the dates hereinafter indicated. Having authority to enter into this binding Agreement on behalf of:

City of West Haven, Connecticut

Mitchell Humphrey & Co.

By: _____

By: _____

Typed Name: _____

Typed Name: Matthew V. Humphrey

Title: _____

Title: President and Chief Executive Officer

Date: _____

Date: _____

City of West Haven, Connecticut
Software Products License and Maintenance Support Agreement
July 24, 2024

EXHIBIT A
MH&Co. Licensed Software

See Investment Summary

Mitchell Humphrey & Co.
FastTrackGov® Investment Summary
City of West Haven, Connecticut
July 24, 2024

***FastTrackGov* Investment Summary Notes**

The following price quote for **Licensing, Citizen Interaction, Code Enforcement, Permitting, Land Use, Zoning, Periodic Inspection Manager, Engineering/Public Works, and Six (6) Mobile App Licenses** is based on information provided by the City of West Haven. The price is based on named users. It includes the *FastTrackGov* License Fees and Implementation Services.

Please note: anything outside of the services and software in this quote are not included.

FastTrackGov Payment Provider Interface includes online payments through the FTG Connect customer portal. Some payment provider solutions also support the recording of payments through the back office. FastTrackGov is currently interfaced with Autoagent Data Solutions (formerly Muncipay) to support both online and back office recording of payments. If another payment provider is selected, MH&Co. will review their integration specifications to determine whether back office payments are supported. Additional fees may be required to support back office functionality for other providers.

This Investment Summary is for a five (5) year contract.

MH&Co. Installment Payment Terms

Five Year Option - If elected, this allows you to pay for all software and services over five equal annual installments. The Annual Fee includes all costs for Implementation Services, Software, Software Assurance, and Hosting amortized over five years. One Hundred (100) percent of the Annual Fee for Year One is due thirty (30) days following installation of software. This date becomes the date upon which the Renewal Date for subsequent years' Annual Service Fees will be based. Client agrees to a five (5) year commitment. Should Client cancel the Software Product License and Maintenance Support Agreement prior to the end of the Installment Payment period, all monies in the contract become immediately due and payable.

Travel expenses are not included with this quote, however, actual expenses will be billable.

MH&Co. provides a combination of virtual and in-person learning opportunities. Your Project Manager will work with you to determine the format that works best for your organization.

All data provided either by or on behalf of Client or its Customers, or created from such data, will reside on Highly Available third-party equipment operated by MH&Co.'s ISO 27001 and SOC certified data center located in Lenexa, KS. Hosting includes: 99.99% availability, daily full backups, hourly SQL Server backups and offsite data replication in Raleigh, NC. Daily backups are stored within the data center for 30 days. Offsite data retention includes 30 daily, 12 monthly and 1 yearly full backup.

MH&Co. provides twenty gigabytes (20GB) of storage to start, plus another five gigabytes (5GB) for every twenty (20) Users. Storage can be increased in additional ten gigabytes (10GB) increments at a cost of \$500.00 annually. MH&Co. will monitor data usage and notify Client when Client has reached eighty (80) percent of their allocated capacity.

Browser Requirements - supported are current versions of Chrome, Edge, Firefox, or Safari. Internet Explorer is not supported.

End Users with the Following:

Component	Minimum	Recommended
Processor	1.9 gigahertz (GHz) x86- or x64-bit dual core processor with SSE2 instruction set	3.3 gigahertz (GHz) or faster 64-bit dual core processor with SSE2 instruction set
Memory	2-GB RAM	4-GB RAM or more
Display	Super VGA with a resolution of 1024 x 768	Super VGA with a resolution of 1024 x 768

Mitchell Humphrey & Co.
FastTrackGov® Investment Summary
City of West Haven, Connecticut
July 24, 2024

Running Customer Engagement (on-premises) on a computer that has less than the recommended requirements may result in inadequate performance. Additionally, satisfactory performance may be experienced running systems that use a different hardware configuration than those published here—for example, a system with a modern quad-core processor, lower clock speed, and more RAM.

For more information see:

<https://learn.microsoft.com/en-us/dynamics365/customer-insights/journeys/browser-requirements>

FastTrackGov hosted by MH&Co. requires all end users to utilize multi-factor authentication (MFA) to log in. Supported forms of second factor authentication include the Duo iOS or Android app (recommended), SMS text, Hardware Keys supported by Duo, including the Duo One-Time Password Hardware Token. Email or Windows Apps are not currently supported forms of MFA. If your site is unable to use the mobile phone app, Duo One-Time Password Hardware Tokens are available at a cost of \$100/year/user.

The *FTG* Mobile App can run on a device (phone or tablet) running iOS 14.2+ or Android 5.0+. Installation requires 100MB of storage space. Additional space will be required based on usage (for example, temporarily storing inspection photos until submitted).

The Android version of the app is available through the Google Play app store.

The iOS version of the app is available through Apple Business Manager. Sites must register their organization through the Apple Business or Apple School programs (which will have steps to validate you). Once you register and provide your Apple Business ID #, we will link our app to your ID. Sites will then be responsible to distribute the app to end-users using device management or redemption tokens. (More about Apple Business Manager:

https://www.apple.com/business/docs/site/Apple_Business_Manager_Getting_Started_Guide.pdf)

Mitchell Humphrey & Co. provides standard outputs for all official documents, letters, certificates, affidavits, etc. The standard data entry forms include all standard information to process license and permit applications, cases, record inspections and violations, handle citizen requests/complaints, and the like. The standard system can be customized, within limits, to include data that is “custom” to your site/forms. For any forms in which the City requires an exact replica of their existing form, Mitchell Humphrey & Co. can modify the standard output, but the City will incur additional implementation costs. All necessary information will be captured.

Mitchell Humphrey & Co. provides an interface for converting into *FastTrackGov*. The conversion file format is a comma delimited CSV file. Modifications would only be necessary if the existing system does not contain all of the fields that are required in the *FastTrackGov* data records. Mitchell Humphrey & Co. can provide additional services to assist you with any additional data migration needs you may have.

Note: It is possible there will be anomalies in the data that cannot be reconciled. We will convert the data as it is in the database. However, if there is data that does not match the format of the field (i.e. alpha characters in a numeric field), or if there is inconsistent information, we either will not bring that data in or the inconsistencies will be converted as is. We will report any data anomalies that we find during the conversion process.

Mitchell Humphrey & Co. can provide the import of code statutes into *FastTrackGov*. However, additional fees may be incurred to receive the statutes in a CVS format from your code provider.

Generally, our consulting bench is booked 90 – 120 days in advance. The City will be added to the schedule after a signed agreement is received.

Quote valid 60 days from date shown above.

Mitchell Humphrey & Co.
FastTrackGov[®] Investment Summary
City of West Haven, Connecticut
July 24, 2024

This Investment Summary has been submitted in confidence and contains trade secrets and/or privileged or confidential commercial or financial information that would result in a competitive disadvantage if disclosed without prior permission by Mitchell Humphrey & Co. ("Trade Secret"). A Trade Secret includes, but is not limited to, any formula, pattern, device, or compilation of information that is used in one's business, which gives him/her an opportunity to obtain an advantage over competitors who do not know or use it. Since it would harm Mitchell Humphrey & Co. if any of our Trade Secrets were known to our competitors, it is Mitchell Humphrey & Co.'s policy that the Investment Summary not be disclosed to any party outside of the party addressed as the recipient of this proposal. As such, the Investment Summary shall be used or disclosed only for evaluation purposes, and for no other purpose whatsoever. Further, in the event a contract is awarded to Mitchell Humphrey & Co. as a result of, or in connection with, the submission of this Proposal, the City shall have the restricted right to disclose the entire contract dollar amount; however, this disclosure may not include itemized data herein to the extent provided in the resulting contract.

Warranty:

Warranty Start Date: Delivery of System Materials

Warranty End Date: Ninety (90) Days after Delivery of System Materials

Maintenance Service:

Maintenance Start Date: Ninety (90) Days after Delivery of System Materials

Type of License:

Central Site

Type of Deployment (*FastTrackGov*)

- On-Premise
- Cloud

Mitchell Humphrey & Co.
FastTrackGov® Investment Summary
City of West Haven, Connecticut
July 24, 2024

Installation and Implementation Services:

Consulting Services Include (this includes a \$30,000.00 discount):

- Project Management
- Analysis
- Consulting
- Implementation
- Training
- FastTrackGov* Installation
- Portal Branding
- Property Database and Payment Provider Integrations
- Testing
- Data Conversion for GSS Construction Project Manager

***FastTrackGov* Licensing:**

Number of Named User Licenses:

FastTrackGov – Twenty (20) Named User Licenses (this includes a fifty percent discount)

FTG Mobile App (Device Not Included) – Six (6) Named Users

All *FTG* Mobile App Users are required to have a *FastTrackGov* User License

The following modules are included:

- Licensing
- Citizen Interaction
- Code Enforcement
- Permitting
- Land Use
- Zoning
- Periodic Inspection Manager
- Engineering/Public Works

FTG Connect® (Citizen Web Portal)

FTG Property Master Auto Updates

FTG Payment Provider Interface

FTG Test Environment

Annual Service Fee Years One (1) through Five (5): **\$ 100,948.29**

The annual service fee for Year One (1) is due and payable thirty (30) days following installation of software.

Annual Service Fee Year Two (2): **\$ 100,948.29**

Annual Service Fee Year Three (3): **\$ 100,948.29**

Annual Service Fee Year Four (4): **\$ 100,948.29**

Annual Service Fee Year Five (5): **\$ 100,948.29**

Optional (per year): **\$ 2,000.00**

Number of Named User Duo One-Time Password Hardware Tokens:

- Twenty (20) Named User Licenses

EXHIBIT B SERVICE LEVEL AGREEMENT

This Exhibit is attached to, and made a part of, the Software Products License and Maintenance Support Agreement (“Agreement”) between Mitchell Humphrey & Co. (“MH&Co.”) and the City of West Haven, Connecticut (“Client”).

Any term used herein, which is not otherwise defined, shall be defined as set forth in the Agreement. To the extent that any terms in this Exhibit are inconsistent with terms in the Agreement, the terms of this Exhibit shall govern with respect to Services to be provided hereunder.

1. Definitions

When used herein with initial capitalizations, whether in singular or in the plural, the following terms shall have the following meanings:

- 1.1 “Target Time Frame” shall mean the targeted elapsed time for responding to a support case initiated by Client. Target Time Frame is a goal that is established based on the Priority Level of the issue.
- 1.2 “Priority Level” describes the level of severity of the issue as further defined in Subsection 2.2.
- 1.3 “Normal Business Hours” shall mean the hours of business during which Response Center support is provided.

2. Service Level Commitments

- 2.1 MH&Co. shall provide Client with support based on the Service Levels described in the Service Level Table. MH&Co. shall:
 - i Log each issue reported to it by Client.
 - ii Determine the scope and priority of the issue.
 - iii Use its best efforts to correct such issue within the Target Time Frame specified in Subsection 2.2 for issues with that priority level; and
 - iv In the event MH&Co. is unable to remedy a reported issue within the applicable Target Time Frame, MH&Co. shall continue its corrective efforts and shall advise Client of the status of such efforts and the expected time for the completion of such correction. Such communication shall occur at least every twenty-four (24) hours or more frequently at Client’s reasonable request.
- 2.2 The Service Level Table is a guideline to classifying the severity level of operational incidents and problems. It is a severity level hierarchy to be used for prioritizing

MH&Co. Client support activities with regard to Client issues. Incidents or issues that arise relating to production components supported by MH&Co. shall be categorized based upon the table. In response to an instance/issue which occurs during Normal Business Hours, as stated in Subsection 3.4, due to a failure of the Software or the Service environment for the Software supported by MH&Co., a qualified MH&Co. Response Center Analyst will respond within the Target Time Frame specified, as follows:

<i>Priority Classification</i>	<i>Criteria</i>	<i>MH&Co.'s Response</i>
High Priority Level PL1	The Software is down and not available for use by Client and/or its Customers.	Within two (2) business hours, MH&Co. shall respond to acknowledge that it is aware of a PL1 issue and shall begin working on the resolution of the issue. MH&Co. shall use its best efforts to correct each such PL1 issue or resolve it with a workaround reasonably acceptable to Client within the Target Time Frame of four (4) business hours.
Medium Priority Level PL2	Major function of the Software is not available and there is no workaround that is acceptable to Client on a temporary basis.	Within four (4) business hours, MH&Co. shall respond to acknowledge that it is aware of a PL2 issue and shall begin working on the resolution of the issue. MH&Co. shall use its best efforts to resolve PL2 issues within the Target Time Frame of two (2) business days.
Low Priority Level PL3	Minor function of the Software is not available or an important function is not available, but there is a workaround that is acceptable to Client on a temporary basis.	Within one (1) business day, MH&Co. shall respond to acknowledge that it is aware of a PL3 issue and shall begin working on the resolution of the issue. MH&Co. shall use its best efforts to resolve PL3 issues within the Target Time Frame of five (5) business days.
Cosmetic Priority Level PL4	Problems of a cosmetic nature that have an insignificant effect on the ability of Client or its Customers to use the Software.	The next scheduled release of the Software, according to MH&Co.'s release schedule, will contain a remedy for PL4 issues.

3. Client Support Service

- 3.1 MH&Co. provides single point of contact Client Support to Client to help identify, diagnose, and resolve incidents, issues, and failures, with each of the components of the Software or Service provided by MH&Co., as defined above.
- 3.2 At commencement of the agreement, Client will be assigned a Client Services Specialist who will be the Client's primary MH&Co. Support point of contact during implementation. After implementation, Client will contact the MH&Co. Response Center to report issues and request assistance.
- 3.3 Designated Client personnel may contact the MH&Co. Response Center at any time, either during Normal Business Hours, as stated in Subsection 3.4, or after hours, when contracted. Contact may be in the form of telephone, fax, or email. Contact outside of Response Center business hours will be handled according to the Service Level Commitments, defined in Section 2, at the start of the first business day following the incident report.
- 3.4 Response Center support is provided from 7:30 a.m. until 6:30 p.m. Central Time, Monday through Friday, excluding holidays. Support is available 24 hours a day, seven days a week, on a contracted basis for an additional fee.

City of West Haven, Connecticut

Mitchell Humphrey & Co.

Initials: _____

Initials: _____

Date: _____

Date: _____

EXHIBIT C HOSTED SOFTWARE TERMS OF SERVICE

This Exhibit is attached to, and made a part of, the Software Products License and Maintenance Support Agreement (“Agreement”) between Mitchell Humphrey & Co. (“MH&Co.”) and City of West Haven, Connecticut (“Client”).

Any term used herein, which is not otherwise defined, shall be defined as set forth in the Agreement. To the extent that any terms in this Exhibit are inconsistent with terms in the Agreement, the terms of this Exhibit shall govern with respect to Services to be provided hereunder.

MH&Co. has developed proprietary, web-based, citizen services software (“FastTrackGov[®] Software” and “Software”) that allows governmental organizations to administer and manage their business processes. The Software is hosted by various third-party Hosting Providers and is supported by MH&Co. and the Hosting Provider.

Use of *FastTrackGov* Software is offered as a Service to clients of MH&Co. who access the Service through the Back Office Portal; and provide and receive data through the Public Portal from their Customers. Client desires to use the Service to manage certain aspects of the services it provides to its citizens and to allow Customers to engage in Client’s services online, and MH&Co. desires to provide the Service to Client.

1. Definitions

When used herein with initial capitalizations, whether in singular or in the plural, the following terms shall have the following meanings:

- 1.1 “Effective Date” shall mean the date the Service is first made available to Client.
- 1.2 “Back Office Portal” shall mean communication and services used by Users to access the *FastTrackGov* Software. Back Office Portal access requires a Named User License for the Software.
- 1.3 “Hosting Provider” shall mean the third-party provider of custom managed and application hosting that provides the Service to Client.
- 1.4 “Scheduled Maintenance” shall mean any maintenance of any hardware maintained by Hosting Provider or software maintenance performed by MH&Co. that may or may not disrupt the Service (a) of which Client is notified 48 hours in advance, and (b) that is performed during a standard maintenance window.
- 1.5 “Emergency Maintenance” means maintenance activities that are required to be performed as soon as reasonably possible to prevent a degradation of or loss of

Service and for which prior written notice to Client may not be reasonably possible and which cannot be scheduled in advance for a designated period of time.

- 1.6 “Highly Available Equipment” means MH&Co.’s highly available managed hardware architectures.
- 1.7 “Infrastructure Components” means MH&Co.’s HVAC systems, power systems, and the internal network mesh connecting to the Internet if Client subscribes to redundant internet connections
- 1.8 “Virtual Components” means MH&Co.’s network (including firewalls and switches), computer compute resources, and storage.
- 1.9 “Public Portal Users” shall mean Customers of Client who access citizen services online through the use of the *FTG Connect* Software
- 1.10 “User Name” shall mean the User identification assigned to Named Users of Client or Public Portal Users of the Software.

2. Service

- 2.1 MH&Co. or Hosting Provider may take down the Service to conduct routine maintenance checks during established maintenance windows, as set forth in Subsection 2.2. If MH&Co. schedules maintenance during its standard business hours and MH&Co. anticipates that the Service will be down for more than thirty (30) minutes during such time, MH&Co. shall advise Client prior to any such Scheduled Maintenance. MH&Co. may change its maintenance window(s) at any time during the Term of this Agreement, upon reasonable prior written notice to Client.
- 2.2 Routine preventive maintenance and updates to the *FastTrackGov* Software and underlying architecture are scheduled weekly from 11:00 p.m. on Friday to 3:00 a.m. on Saturday (Central Time).
- 2.3 Notice of Scheduled Maintenance will be provided to Client's designated point of contact by a method elected by MH&Co. (telephone, email, or fax).

3. Access

During the Term of this Agreement, MH&Co. shall provide Service to Client, which includes the limited, non-exclusive, and non-transferable right for Client to Use, and permit Users to use, the *FastTrackGov* Software, Documentation, and Portals only as contemplated by, and specified in, this Agreement, including the following:

- 3.1 Access and use of the *FastTrackGov* Software through the Back Office Portal.

- i Access to the Service through the Back Office Portal will be available only to authorized Named Users with a valid User Name using an Internet browser of their choice.
 - ii Access to and use of the Service is subject to availability of the Internet, and other communications technology, and the servers and software that the Hosting Provider uses to provide the Service.
 - iii MH&Co. will use commercially reasonable efforts to have the technology, within MH&Co.'s control, available to authorized Users seven (7) days a week, twenty-four (24) hours a day, other than during Scheduled Maintenance windows.
 - iv Client is responsible for monitoring access to the Back Office Portal by its employees, third-party consultants to Client, and anyone accessing the Service on Client's behalf or utilizing Client's information systems, User Names or other access codes, including all Named Users. Client will permit only registered Users to access or use the Service, and neither Client nor any registered User will have the right to grant any other third party a right of access or use to the Service or to assign any of its rights under this Agreement. MH&Co. is not liable for any harm related to theft of any User Names disclosure of any User Names, or Client's authorization of another person or entity to access and use the Service using any User Names. Client shall notify MH&Co. immediately of any use of any User Name that is not in accordance with the terms of this Agreement, any breach of confidentiality, and of any issues that require Service or data access modifications. Client is responsible for ensuring that all authorized Users are able to access the Service through Client's firewall or other security systems.
- 3.2 Provide access to Customers that have self-registered for the Public Portal and are automatically assigned credentials.
- 3.3 Client shall only be allowed to access its own data. Client will not attempt to gain or allow access to any data, files, or programs to which it is not entitled under this Agreement, and, if such access is obtained, as soon as Client learns of such access, Client will destroy such materials or return them to MH&Co. and, to the extent Client is unable to do so, will safeguard the same as MH&Co.'s Confidential Information in accordance with Section 6, Confidentiality, of the Agreement.
- 3.4 MH&Co. may, at its sole discretion, disable access to the Service, or applicable portions thereof, and notify Client within twenty-four (24) hours of the reason for disabling access, in the event MH&Co. determines that Client, anyone affiliated with Client or using IDs or other access codes assigned by Client:
- i Is not an authorized User;

- ii Is attempting or has attempted to interfere with or disrupt the Service or other Users of *FastTrackGov* Software, including by uploading any virus, worm, disabling device, or other unauthorized device;
- iii Is attempting or has attempted to copy *FastTrackGov* Software or gain access to portions of the Service which it is not authorized to access; or
- iv Is attempting or has attempted to access any portion of any other system maintained by MH&Co. for any other client.

4. Data Hosting and Retention

4.1 MH&Co. agrees that all data provided either by or on behalf of Client or its Customers under this Agreement, or created from such data, will reside on Highly Available third-party equipment operated by its ISO 27001 and SOC certified data center located in Lenexa, KS.

4.2 Service Level Table

Service	Service Level Objective
Infrastructure Components	100% availability
Virtual Components utilizing Highly Available Equipment	99.99% availability

Client data will be included in Hosting Provider’s standard full daily backup. Daily full backups are stored within the data center on separate backup storage hardware for thirty (30) days. Agent-based backups for SQL servers are completed hourly.

4.3 Data is replicated offsite at the data center located in Raleigh, NC and retained for a period of one (1) year. Retention includes 30 daily, 12 monthly and 1 yearly full backup.

4.4 MH&Co. provides twenty gigabytes (20GB) of storage to start, plus another five gigabytes (5GB) for every twenty (20) Users. Storage can be increased in additional ten gigabytes (10GB) increments at a cost of \$500.00 annually. MH&Co. will monitor data usage and notify Client when Client has reached eighty (80) percent of their allocated capacity.

5. Client Responsibilities

5.1 Client shall assign an internal instructor (“Learning Coordinator”) to be responsible for informing authorized Users and Customers about the Service; assisting authorized Users and Customers to register and to access information through the Service and Portals; and resolving all access or usage problems related to Client’s systems, third-party systems, or third-party software. The Learning Coordinator will respond

promptly to any authorized User or Customer request for assistance, whether submitted directly or forwarded by MH&Co.

- 5.2 Each User will be required to have a User Name in order to use the Service, and all Customers will be required to register and receive a User Name in order to use the Public Portal. It is the Client's responsibility to immediately notify MH&Co. of any issues that require Service or data access modifications.

6. Data

- 6.1 Client shall not import, add, modify, or delete data by any method other than direct data entry through the Portals, without the prior written approval of MH&Co. MH&Co. may, at any time, deem alternate methods of importing or extracting data to be unacceptable and Client will cease such access to data/systems immediately.
- 6.2 Client is solely responsible for maintaining adequate controls over its processing and data transmissions, for monitoring the input of such processing and transmissions, and for notifying MH&Co. of any non-conforming processing and/or transmissions.
- 6.3 Client acknowledges and agrees that MH&Co. is not responsible for checking, verifying, or editing data content or completeness or for detecting errors or anomalies, regardless of whether such data is provided by Client or entered by a Customer. MH&Co. shall have the right to rely on the completeness and accuracy of all data, regardless of whether the data is provided by, or on behalf of, Client or a Customer.
- 6.4 Client shall be solely responsible for verifying the accuracy and completeness of all data. Client must report to MH&Co. any inaccuracies or other data or Service issues promptly after Client becomes aware of such issues.

7. Consents

Client shall be solely responsible for obtaining, in a timely manner, any consent required under federal or state laws, rules, or regulations for the transmission of data to MH&Co., the provision of the Service to Client and its Customers by MH&Co., and MH&Co.'s provision of data to any third parties in the performance of Service. Client represents and warrants that it shall obtain and maintain, throughout the Term of this Agreement, all such required consents, in a timely manner.

8. Suspension

MH&Co. reserves the right to suspend access and use of all or part of the Service by:

- i Any User or Customer that MH&Co. reasonably suspects of a breach of security or unauthorized access; and

- ii All of Client’s Users in the event of a material breach of this Agreement by Client, after notice to Client and pending cure of such breach.

9. Transition Services

Upon cancellation of Service under the Agreement for any reason, and provided Client is not in default of its payment obligations under the Agreement, MH&Co. shall provide Client with reasonable and orderly Transition Services, including the most recent system backup, and information and documentation that may reasonably be needed by Client in connection with the orderly and expeditious transition of the Service. The Transition Services shall be provided for a period of up to one hundred twenty (120) days, provided Client continues to make timely payments of the Annual Service Fee as set forth in the Agreement. Upon completion of transition of the Service, MH&Co. agrees to destroy all data related to Client’s use of the product, including, but not limited to, data backups, production system databases, test systems, and development systems.

City of West Haven, Connecticut

Mitchell Humphrey & Co.

Initials: _____

Initials: _____

Date: _____

Date: _____



Office of the Finance Director

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

MARB Contract Form

Contract Name/PO	Traffic Signal Rehabilitation and Upgrade - Phase 1			
City Agency	Police Services			
Vendor Utilized	Vanasse, Hangren, Brustlin			
Address	100 Great Meadow Road, Suite 200			
City, State, Zip	Wethersfield, CT 06109			
Procurement Process	<input checked="" type="checkbox"/> Bid/RFP [2024-11] <input type="checkbox"/> State Contract [Enter State Contract #] <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 Vanasse, Hangren, Brustlin \$519,700 & Beta Group Inc \$416,850. There were three reviewers who scored the proposals. VHB had an average score of 97.66 and Beta Group with an average score of 88.33.			
Quote No('s) if applicable				
Source of Funds	Capital Bond Funds FY 2022 (\$250K), FY 2024 (\$250K) , and FY 2025 (\$250K)			
Quantity	0.00	Price Per:	\$0.00	Total Purchase Price \$519,700
Purpose of Transaction (Please give a detailed explanation for the purpose of the transaction. This should not be one / two sentences.	The City of West Haven issued a solicitation seeking proposals from qualified consultants to provide engineering services including design and preparation of construction contract documents (PS&E) for rehabilitation and upgrade of ten (10) traffic control signals at various locations throughout the City of West Haven. The engineering services to be provided by the selected respondent under this contract include design and preparation of construction contract documents (PS&E) for rehabilitation and upgrade of ten (10) traffic -control signals at various locations. The services to be performed under this contract shall be preparation of design plans, special provisions to standard specifications, quantities, cost estimates and contract bid documents for procuring and installing the City Traffic Control Signal System and Engineering Design During Construction Services. The design, modifications, and upgrades included in this scope of services shall be within the limits of the existing R.O.W			
Department Submission [Name and Title]	Joseph Perno, Police Chief			
Finance Review and Submission [Name and Title]	Kathy Chambers, MBA, MPA, Senior Buyer, Procurement Analy			

WEST HAVEN FIVE YEAR CAPITAL PLAN

		PROPOSED 5 YEAR CAPITAL PLAN				
		2022	2023	2024	2025	2026
<u>Parks & Recreation</u>						
Beach Sand Management	Ongoing Needs	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000
Beach Sand Management	South St to Altshuler Blvd	\$ 750,000	\$ -	\$ -	\$ -	\$ -
Playground Equipment	Replace worn & broken playground equipment	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ -
Utility Building - Painter Park	Currently no indoor facilities (must rely on BOE)	\$ -	\$ -	\$ 875,000	\$ -	\$ -
Total Parks & Recreation		\$ 900,000	\$ 150,000	\$ 1,025,000	\$ 150,000	\$ 100,000
<u>Public Safety</u>						
Vehicle - Police	Patrol Car Replacements	\$ 291,000	\$ 291,000	\$ 291,000	\$ 291,000	\$ 150,000
Vehicle - Light Duty	F250 Pickup Replacements	\$ 26,000	\$ 50,738	\$ -	\$ -	\$ -
City Infrastructure	Traffic Control Signal Boxes	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000
Technology	Server Upgrade - Camera Mandate	\$ 540,000	\$ -	\$ -	\$ -	\$ -
Telephone System	Obsolete	\$ 100,000	\$ -	\$ -	\$ -	\$ -
Technology	Cyber Security	\$ 85,000	\$ -	\$ -	\$ -	\$ -
Technology	Interview Room Recording Replacement	\$ 20,000	\$ -	\$ -	\$ -	\$ -
Technology	Computer Equipment Upgrade	\$ -	\$ 68,000	\$ -	\$ -	\$ -
Technology	Card Reader Software Upgrade	\$ -	\$ 50,000	\$ -	\$ -	\$ -
Technology	License Plate Readers	\$ -	\$ 45,000	\$ -	\$ -	\$ -
Technology	Mobile Data Terminals	\$ -	\$ 30,000	\$ -	\$ -	\$ -
Total Public Safety		\$ 1,312,000	\$ 784,738	\$ 541,000	\$ 541,000	\$ 400,000
<u>General Government</u>						
Digitization Project	Central Square Cloud Initialization	\$ 211,695	\$ -	\$ -	\$ -	\$ -
Digitization Project	Scanning archived files (10 Years at a time)	\$ -	\$ 180,000	\$ 180,000	\$ 180,000	\$ -
Digitization Project	Servers and Hardware	\$ 39,000	\$ -	\$ -	\$ -	\$ -
Digitization Project	Software	\$ 85,000	\$ -	\$ -	\$ -	\$ -
Total General Government		\$ 335,695	\$ 180,000	\$ 180,000	\$ 180,000	\$ -
TOTAL GENERAL PURPOSE BONDING		\$ 19,747,695	\$ 21,957,338	\$ 16,196,400	\$ 5,092,800	\$ 6,206,000

FY23-24 BUDGET - CAPITAL REQUEST

Owner	Project Name	Description/Reason	Funding Source	FY24	FY25	FY26	FY27	FY28
Police	Traffic Control Signal Box	Traffic controls - (approx 6 intersections each yea	Bonding	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000
Police	Patrol Car Replacements	2007 Crown Vic (28-WN)	Bonding	\$ 64,000	\$ -	\$ -	\$ -	\$ -
Police	Patrol Car Replacements	2011 Crown Vic (29-WN)	Bonding	\$ 64,000	\$ -	\$ -	\$ -	\$ -
Police	Patrol Car Replacements	2011 Crown Vic (33-WN)	Bonding	\$ 64,000	\$ -	\$ -	\$ -	\$ -
Police	Patrol Car Replacements	2011 Crown Vic (34-WN)	Bonding	\$ 64,000	\$ -	\$ -	\$ -	\$ -
Police	Patrol Car Replacements	2011 Crown Vic (35-WN)	Bonding	\$ 64,000	\$ -	\$ -	\$ -	\$ -
Police	Patrol Car Replacements	1999 Crown Vic (71-WN)	Bonding	\$ 64,000	\$ -	\$ -	\$ -	\$ -
Police	Patrol Car Replacements	2010 Crown Vic (94-WN)	Bonding	\$ -	\$ 71,000	\$ -	\$ -	\$ -
Police	Patrol Car Replacements	2010 Crown Vic (884-ZAO)	Bonding	\$ -	\$ 71,000	\$ -	\$ -	\$ -
Police	Patrol Car Replacements	2010 Crown Vic (965-ZAO)	Bonding	\$ -	\$ 71,000	\$ -	\$ -	\$ -
Police	Patrol Car Replacements	2010 Crown Vic (AL-53014)	Bonding	\$ -	\$ 71,000	\$ -	\$ -	\$ -
Police	Patrol Car Replacements	2010 Crown Vic (AL-53015)	Bonding	\$ -	\$ 71,000	\$ -	\$ -	\$ -
Police	Patrol Car Replacements	2010 Crown Vic (93-WN)	Bonding	\$ -	\$ 69,000	\$ -	\$ -	\$ -
Police	Patrol Car Replacements	2005 Mustang (64-WN)	Bonding	\$ -	\$ -	\$ 73,130	\$ -	\$ -
Police	Patrol Car Replacements	2006 E350 (26-WN)	Bonding	\$ -	\$ -	\$ 73,130	\$ -	\$ -
Police	Patrol Car Replacements	2004 Envoy (AC-54098)	Bonding	\$ -	\$ -	\$ 73,130	\$ -	\$ -
Police	Patrol Car Replacements	2014 Explorer (AT11704)	Bonding	\$ -	\$ -	\$ 73,130	\$ -	\$ -
Police	Patrol Car Replacements	2015 Explorer (BE16619)	Bonding	\$ -	\$ -	\$ 73,130	\$ -	\$ -
Police	Patrol Car Replacements	2016 Explorer (36-WN)	Bonding	\$ -	\$ -	\$ 71,070	\$ -	\$ -
Police	Patrol Car Replacements	2016 Explorer (37-WN)	Bonding	\$ -	\$ -	\$ -	\$ 75,324	\$ -
Police	Patrol Car Replacements	2016 Explorer (38-WN)	Bonding	\$ -	\$ -	\$ -	\$ 75,324	\$ -
Police	Patrol Car Replacements	2016 Explorer (39-WN)	Bonding	\$ -	\$ -	\$ -	\$ 75,324	\$ -
Police	Patrol Car Replacements	2016 Explorer (56-WN)	Bonding	\$ -	\$ -	\$ -	\$ 75,324	\$ -
Police	Patrol Car Replacements	2016 Explorer (57-WN)	Bonding	\$ -	\$ -	\$ -	\$ 75,324	\$ -
Police	Patrol Car Replacements	2016 Explorer (58-WN)	Bonding	\$ -	\$ -	\$ -	\$ 73,202	\$ -
Police	Patrol Car Replacements	201? Explorer (TBD-WN)	Bonding	\$ -	\$ -	\$ -	\$ -	\$ 77,584
Police	Patrol Car Replacements	201? Explorer (TBD-WN)	Bonding	\$ -	\$ -	\$ -	\$ -	\$ 77,584
Police	Patrol Car Replacements	201? Explorer (TBD-WN)	Bonding	\$ -	\$ -	\$ -	\$ -	\$ 77,584
Police	Patrol Car Replacements	201? Explorer (TBD-WN)	Bonding	\$ -	\$ -	\$ -	\$ -	\$ 77,584
Police	Patrol Car Replacements	201? Explorer (TBD-WN)	Bonding	\$ -	\$ -	\$ -	\$ -	\$ 77,584
Police	Patrol Car Replacements	201? Explorer (TBD-WN)	Bonding	\$ -	\$ -	\$ -	\$ -	\$ 75,398
Water Pollution Control	Treatment Plant	Biosolids Disposal (\$30M)	Outsource to 3rd Party	\$ -	\$ -	\$ -	\$ -	\$ -
Water Pollution Control	Outfall Reconstruction	End of Useful Life and Danger of Breaks	Bonding	\$ 250,000	\$ 1,250,000	\$ 8,750,000	\$ 7,250,000	\$ -
Water Pollution Control			Fema Grant	\$ 750,000	\$ 3,750,000	\$ 26,250,000	\$ 21,750,000	\$ -
Water Pollution Control	Plant Hardening	Protection from 100 Year High Tides	Bonding	\$ -	\$ -	\$ -	\$ 375,000	\$ 1,250,000
Water Pollution Control			Fema Grant	\$ -	\$ -	\$ -	\$ 1,125,000	\$ 3,750,000
Water Pollution Control	Consent Decree Order - EPA	Mandated Sewer Rehabilitation	Clean Water Fund Loan	\$ 345,600	\$ 1,728,000	\$ 3,152,000	\$ 4,512,000	\$ 3,760,000
Water Pollution Control			Clean Water Fund Grant	\$ 86,400	\$ 432,000	\$ 788,000	\$ 1,128,000	\$ 940,000
Water Pollution Control	Sewer Rehabilitation	Ongoing Pump Station Upgrades	Clean Water Fund Loan	\$ 1,872,000	\$ 5,855,280	\$ 5,798,400	\$ 6,401,600	\$ 2,700,800
Water Pollution Control			Clean Water Fund Grant	\$ 468,000	\$ 1,463,820	\$ 1,449,600	\$ 1,600,400	\$ 675,200
Water Pollution Control			Town of Orange	\$ 660,000	\$ 1,380,900	\$ 252,000	\$ 348,000	\$ 174,000

FY24-25 BUDGET - CAPITAL REQUEST

Owner	Project Name	Description/Reason	Funding Source	FY25	FY26	FY27	FY28	FY29
Police	Traffic Control Signal Box	Traffic controls - (approx 6 intersections each yea	Bonding	\$ 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
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	\$ -	\$ -	\$ 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
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
Police	Vehicle Replacement	Patrol Car Replacement	Bonding	\$ -	\$ -	\$ -	\$ -	\$ 79,911

BID TALLY SHEET

5/8/2024 2pm Bid Opening - #2024-11 Traffic Signal Rehabilitation and Upgrade

PROPOSER:	AMOUNT:
VHB	\$519,700.00
BETA	\$416,850.00
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City of West Haven

355 Main Street
West Haven, Connecticut 06516
(203) 937-3620



Dorinda Borer
Mayor

Michael Gormany
Director of Finance

June 21, 2024

VHB
100 Great Meadow Rd.
Wethersfield, CT 06109
Attn: Joseph Balskus

Dear Mr. Balskus,

On behalf of the City of West Haven, we are pleased to award **RFP# 2024-11 Traffic Signal Rehabilitation and Upgrade - Phase 1** to VHB. We appreciate the time that you devoted to composing your proposal, attending our scope review interview and for providing us with your cost summary and schedule. We look forward to working with VHB on this project and will be in touch soon to discuss next steps.

Best Regards,

Tammy O'Connell

Tammy O'Connell
Procurement Specialist
City of West Haven
toconnell@westhaven-ct.gov
203-937-3529



May 8, 2024

Tammy O'Connell, Procurement Specialist
City of West Haven
355 Main Street, 3rd Fl. Purchasing Dept.,
West Haven, CT 06516

Re: RFP# 2024-11 PHASE I TRAFFIC SIGNAL REHABILITATION AND UPGRADE

Dear Tammy,

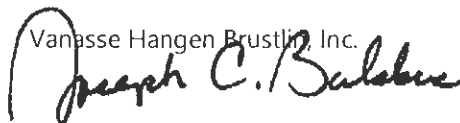
VHB is very pleased to respond to the referenced RFP to provide the City with an upgrade to the City signal system with this submission of the scope of work, fee summary and required documents. VHB has received and reviewed Addendums #1 and #2.

VHB is Connecticut's leading traffic signal system design consultant, with hundreds of traffic signals designed and constructed over the last 30 years. VHB has provided traffic signal design services for nearly every urban community in Connecticut including nearby in the City of New Haven. VHB has been successful in supporting municipalities in leveraging regional, state, and federal funding for implementation of traffic control signal projects.

VHB appreciates the comprehensive scope of work in the RFP which is included in the attached scope of work Attachment 1 with some minor suggested revisions noted. In the scope of work, we have identified efficiencies in design and potentially significant cost savings for the communication system which can be further discussed in the selection process. Attachment 2 is VHB's standard terms and conditions and other bid forms are attached as well.

Thank you for the potential opportunity to work with the City of West Haven on this important traffic signal replacement project as the first step in upgrading the citywide system to improve traffic operations, improve traffic safety and new generation of traffic signal equipment. Please let us know if you any questions or clarifications associated with our attached response to the RFP.

Sincerely,

Vanasse Hangen Brustlin, Inc.


Joseph C. Balskus, P.E. PTOE, RSP1
Director of Transportation Systems



Stephen J. O'Neill, P.E.
Director of Municipal Services

Attachments



**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
VANASSE HANGEN BRUSTLIN, INC.
AND
CITY OF WEST HAVEN**

**RFP# 2024-11
PHASE I
TRAFFIC SIGNAL REHABILITATION AND UPGRADE
AT VARIOUS LOCATIONS**

VHB PROPOSAL NO. 83681.24

July 3, 2024

This Agreement is composed of Part I and Part II. Part I includes details of the services to be performed, timing of the services, and compensation. Part II (attached) contains the Terms and Conditions of Agreement, which are the general terms of the engagement between City of West Haven, hereinafter called the "Client," and Vanasse Hangen Brustlin, Inc. (VHB).

The engineering services to be provided by VHB under this contract include design and preparation of construction contract documents (PS&E) for rehabilitation and upgrade of ten (10) traffic control signals at various locations and a new centralized traffic management system, as listed below. The RFP scope of services has been reviewed and revised in *italicized text* where necessary for the proposal.

PART I

PROJECT DESCRIPTION

The project design consists of ten (10) existing signalized intersections to be replaced and integrated into a proposed (from ground up) City's central computerized system. The intersections are municipality owned. The communication media will be via fiber optic plant/network unless otherwise excepted herein. The intersections under this scope of services have been identified below:

1. Meloy Rd at West Spring St
2. Elm St at Savin Ave
3. Captain Thomas Blvd at Campbell Ave
4. Captain Thomas Blvd at Savin Ave
5. Captain Thomas Blvd at Kelsey Ave
6. Frontage Rd at Morgan Ln
7. Elm St at Second Ave
8. Elm St at Washington Ave
9. Front Ave at Spring St
10. Frontage Rd at Allings Crossing Rd



VHB will coordinate the design work with the City of West Haven (City) Police Department, in accordance with City, Connecticut Department of Transportation (CTDOT), Office of State Traffic Administration (OSTA) and the Manual on Uniform Traffic Control Devices (MUTCD) requirements for traffic control signal system projects.

The services to be performed by VHB under this contract will be preparation of design plans, special provisions to standard specifications, quantities, cost estimates and contract bid documents for procuring and installing the City Traffic Control Signal System and Engineering Design during Construction Services. The design, modifications, and upgrades included in this scope of services will be within the limits of the existing R.O.W. This scope of services does not include detailed engineering design for roadway widening and/or drainage improvements. The construction plans will be prepared in English units based on the City of West Haven standard, Connecticut Department of Transportation, and special provisions supplementing the latest 818 State Specifications.

Specifically, the following design improvements are considered under this project *for each intersection*:

1. Complete traffic signal replacement at ten (10) intersections including signs and pavement markings improvements
2. New mast arm assemblies with far side signal heads and LED indications
3. Emergency vehicle preemption at each location
4. Pedestrian signals/push buttons, crosswalks, and new handicap ramps in accordance with PROWAG standards
5. Video detection for vehicle presence at all intersection approaches
6. Design of Fiber Optic interconnect, communication system, and Traffic Management Center
7. Mill and overlay pavement at all intersection approaches

The construction administration and daily field inspection services, and implementation phase are excluded under this scope of services *and will be negotiated separately as an amendment to the contract if requested by the City.*

SCOPE OF SERVICES

VHB has prepared this document to outline the overall scope of services, as we currently understand it, that VHB will complete as part of the design of the Project. A detailed summary of each component of the scope is presented below.

1.0 PRELIMINARY ENGINEERING STUDY

- 1.1 Upon receiving the Notice to Proceed, VHB will meet with the City to discuss the work plan, design standards and requirements, schedule, progress reporting and invoicing format. For Coordination purposes, VHB assumed attendance at four (4) additional meetings with the City, and project design team during this phase. VHB will prepare minutes of the meeting and submit them to the City.



- 1.2 VHB will field observe, prepare a photo log (including a digital disk) and compile local condition data for each intersection including lane configuration, sight lines (turning and approach), turn restrictions, parking restrictions, bus stops, bike lanes, pedestrian controls, signing by location, size and condition, type (regulatory, warning, informational, school, other), loading and taxi zone, speed limits, and representative travel speeds. VHB will field check the location and condition of traffic signal equipment, sidewalk ramps, and driveways.
- 1.3 VHB will retain a vendor to collect daily traffic volumes, speed and vehicle classifications count on four (4) roadway segments for duration of 4-days (Wednesday, Thursday, Friday, and Saturday). The counts will be collected by means of Automatic Traffic Recorders (ATR), by direction and summarized in 15-minute increments.
- 1.4 VHB will compile peak hour manual traffic volume counts including turning movements, vehicle classification, and pedestrian activity for each study intersection. The counts will be collected during a typical weekday morning (7:00 am to 9:00 am), midday (11:00 am to 1:00 pm), afternoon (4:00 pm to 6:00 pm), and Saturday midday (11:00 am to 1:00 pm) peak periods. The counts will be balanced. A Printout of the Intersection Traffic Count Report will be prepared for each peak period.
- 1.5 VHB will compile *available plans provided by the City, CTDOT and OSTA*, of record for each existing traffic signal installation, existing special pavement markings and signing plans, and the existing phasing and timing of each signalized intersection.
- 1.6 VHB will perform capacity analysis at each intersection for the four existing peak hour periods collected. For intersection operational analysis, VHB will use SYNCHRO software (latest version as of notice to proceed), using the existing signal timing, phasing, and lane use. VHB will prepare future year (20-year) design hour volumes and analyze peak hour operating conditions. VHB will recommend, and revise timing, phasing, and lane use within the limits of existing roadway layout geometry at study intersections to achieve an acceptable level of service in accordance with CTDOT standards. A printout and an electronic copy in .PDF format of the capacity and level of service report for the existing condition and post construction (with recommended improvements) will be submitted to the City for each intersection and peak hour analyzed.
- 1.7 VHB will perform a queue analysis for each lane group approaching the signalized intersections in the project for the same time periods used for final capacity analysis. VHB will utilize output from SYNCHRO software. A printout of the queue length calculations will be submitted for each intersection and peak hour analyzed.
- 1.8 VHB will compile and tabulate crash data for each intersection based on the most recent three-year crash experience. VHB will obtain crash data from the City of West Haven Police department and/or Connecticut Crash Data Repository. VHB will prepare collision diagrams at *locations with apparent crash patterns that should be reviewed for potential traffic safety problems (up to three locations)*.



- 1.9 For each intersection, VHB will utilize measurements and field data collected in previous tasks to determine the need for *retaining existing* "No Turn on Red," "STOP Ahead" and/or "Signal Ahead" warning devices in accordance with the Federal and State standards and guidelines.
- 1.10 VHB will be *provided the City prepared inventory of existing signal equipment, and verify the equipment* in the field, for evaluation, and preparation of salvage materials, report, and to review the existing signal phasing, sequence, and timing at each intersection.
- 1.11 Upon completion of the preliminary engineering study phase, VHB will prepare a design report summarizing above tasks, identifying deficiencies, and design consideration for each intersection, which will be, affected by capacity, crash history and field conditions. Five (5) copies of the above documents will be prepared for submission to the City for review and comments. In addition, VHB will submit electronic files of the Synchro™ analysis and an electronic copy in .PDF format to the City. VHB will provide written responses to PE study review comments and incorporate the comments into the Preliminary Design phase.
- 1.12 Communications Network (field side)
 - 1.12.1 VHB will collect local condition data for the communications infrastructure *that is in place and recently installed by the City Police Department for the cameras at the beach intersections that are in proximity to the three project intersections along Captain Thomas Boulevard*. The City will provide the *as built plans and specifications for the built fiber optic cable trunkline that was installed in the last five years*. The location of fiber optic communications access points relative to project intersection traffic control cabinets will be determined.
 - 1.12.2 VHB will field observe, prepare a photo log (including a digital disk), and compile local condition data for each intersection as well as *potential* proposed communications infrastructure routes including aerial communications network capabilities including messenger and pole lines, and *the potential for* underground communications network capabilities.
 - 1.12.3 VHB will perform a site analysis of proposed communications infrastructure routes including aerial communications infrastructure capabilities including proposed messenger, and underground communications infrastructure.
 - 1.12.4 VHB will perform an evaluation of potential interconnection points between proposed communications infrastructure.
- 1.13 Communications Network (TMC side)
 - 1.13.1 VHB will conduct the requirements and functional analysis of the proposed TMC communications equipment, including any rack mounted equipment, communications closet equipment, and fiber optic infrastructures within the proposed facility. *It is expected that the TMC will be a desktop computer located in the police department office and a formal traffic management center will not be designed.*



1.13.2 VHB will perform a needs analysis to ascertain the requirements for the proposed TMC communications equipment. This needs analysis will consider parameters such as bandwidth requirements, latency requirements, data traffic prioritization, fiber strand requirements, network port requirements, and system management requirements will be considered.

1.13.3 VHB will prepare a preliminary communications architecture block diagram that will reflect the City's objectives as well as the results of the communications needs analysis for this project.

1.14 Systems Engineering

VHB will prepare, based on input received from the City, a high-level functional requirements document for the project. This document will describe at a high-level all functional, performance, non-functional and enabling system requirements. A preliminary minimum systems functional requirements prepared by the City of West Haven to aid the design elements and parameters was included in Appendix A of the RFQ.

1.15 Production

Upon completion of the preliminary engineering study phase, VHB will prepare a design report summarizing the above tasks, identifying deficiencies, and design consideration for each intersection as well as the TMC. Five (5) copies and an electronic copy in .PDF format of the above documents will be prepared for submission to the City.

2.0 PRELIMINARY DESIGN

2.1 VHB will field review each intersection and plot the right-of-way (ROW) boundaries based on record research and compilation of data supplemented by limited field measurement. Record research will include Department of Transportation (DOT) ROW records; DOT completed construction project plans (Map file room); any data available from the City and other record data pertinent to determining the ROW lines. The depicted right-of-way information will conform to the "General Location Survey" accuracy standard as adopted by the Connecticut Association of Land Surveyors in 1996 and will be horizontally referenced to the planimetric survey. Should the installation and/or maintenance of all the appurtenances, sidewalk ramps, utility adjustments, etc., indicate a potential encroachment, VHB will perform additional record research, field survey and investigation to determine and establish ROW boundaries to a Class "A-2" accuracy. For budgeting purposes, assume Class "A-2" survey is required at two (2) properties.

2.2 VHB will prepare planimetric (T-2 accuracy) mapping for each of the intersections included in this project utilizing the Connecticut State Plane Coordinate System. Elevations will be based on the North American Vertical Datum of 1988 (NAVD88). The limits of survey for each intersection will include 300 feet along each street approach. The following data will be shown on base plans prepared at 1" = 30'- scale for this project and delivered to the City in AutoCAD digital file format.

- *Approximate ROW lines based upon City provided data*



- Survey Monuments found
 - Property lines as depicted on tax maps (Class "D" accuracy)
 - Curb lines and driveways (type, bituminous or concrete, etc.)
 - Significant trees and shrubs
 - Drainage structures (catch basins, culverts, manholes, gates, etc.)
 - Utilities – poles by number and ownership, water gates, fire hydrants, overhead wire location, signal interconnection cable, shut off valves, MH, chambers, ducts, underground utilities, sanitary and storm sewers (*no inverts*) etc.
 - Signs (size with legend, etc.)
 - Sidewalks and ramps (type, bituminous or concrete, etc.)
 - Driveways (type, concrete, etc.)
 - Guide rail and fencing
 - Pavement markings (stop bar, arrows, lane lines, etc. with dimensions)
 - Street lighting and type.
 - Pertinent roadside development (edge of buildings and building doors if immediately adjacent to ROW, etc.)
 - Traffic signal appurtenances (controller cabinet, detectors, vehicle. & pedestrian heads, poles, pedestals, pedestrian push buttons, handholes, etc.)
- 2.3 VHB will prepare 1" = 30' plans of each traffic control signal plan. Each plan will be prepared in accordance with the guidelines and specifications contained in the *CTDOT "Traffic Control Signal Manual"* and consistent with the City of West Haven *requirements*. The plan will show the location of traffic signal equipment, a detail of controller and Hand-hole location, phasing diagram, sequence and timing, pre-emption, special notes, lane-use signing, pavement markings, coordination and interconnect information, ROW, pertinent roadside development and features, utility poles, catch basins, hydrants, sidewalks, existing and proposed sidewalk ramps, driveways, signal faces, construction notes, details and all necessary dimensions. Each intersection will include new mast arm assemblies with far side signal heads and LED indications, emergency vehicle preemption, pedestrian signals/push buttons, crosswalks, and new handicap ramps in accordance with PROWAG standards, video detection for vehicle presence at all intersection approaches. VHB will coordinate with the City and field check location of proposed traffic signal equipment.
- 2.4 VHB will coordinate with all utilities affected by the project in accordance with the CTDOT Consultant Design Administration Manual. VHB will develop a utility test pit *sketch* to identify potential conflicts based on the signal equipment layout. *It is assumed that one test pit per intersection (10 total) will be excavated.* Each test pit will be survey located and upon acceptance of traffic signal equipment location by the City.

For the test pits that were identified, test pits will be performed and surveyed at agreed upon locations. VHB will provide an *engineer* for *observing* the test pits. VHB will hold one (1) utility meeting with affected utility companies and incorporate all comments. Documentation of field meetings and agreements made with affected utility companies will be prepared and submitted to the City making sure that permission has been obtained for the attachment, modification, or involvement of the utility companies. If there are substantial utility conflicts, VHB will have follow up meeting with utilities during final design. VHB will prepare and submit meeting minutes with conflict resolutions to the City.



Per Section III A; PUBLIC SERVICE FACILITY POLICY AND PROCEDURES FOR HIGHWAYS IN CONNECTICUT, CONNECTICUT DEPARTMENT OF TRANSPORTATION BUREAU OF ENGINEERING & HIGHWAY OPERATIONS, P5; November 2008, "Preliminary Engineering is the phase of work consisting of activities to be performed by the public service company/municipality for the preparation of plans, specifications and estimates in advance of construction operations. These activities include performing test pits for the location, depth and size of the underground public service facility, field investigations, engineering and any other related activities required to complete the plans, specifications, and construction estimates."

The cost associated with performing test pits by a third-party contractor will be considered as Direct cost. All other costs such as field observation, surveying, and documentation will be part of design services by VHB.

- 2.5 VHB will prepare a preliminary cost estimate for the proposed work. This cost estimate will be prepared in a tabular format and presents an order of magnitude cost for the proposed work.
- 2.6 VHB will hold and/or attend up to five (5) in person and/or virtual meetings (including one public information meeting) with the City necessary to accomplish the preliminary design task. VHB will prepare minutes of the meeting and submit them to the City.
- 2.7 VHB will prepare the preliminary design package and submit five (5) copies and an electronic copy in .PDF format to the City.
- 2.8 Communications Network (field side)
 - 2.8.1 VHB will prepare utility pole mapping, obtain, and document data on vertical clearances from overhead utilities at all intersections, as well as locations of existing communications access points (splice enclosures, field hub location) relative to project intersection control cabinets. Mapping will be completed at 1:200-scale and delivered to the City in AutoCAD digital file format.
 - 2.8.2 Utilizing mapping completed in Task 2.8.1, VHB will prepare preliminary communications/interconnect plans showing location of the communication cable routing, number of cables and strands in each run, whether the run is in new conduit, existing conduit, or aerial, new/existing hand holes/pull box, manholes, and pole laterals for conduit runs.
 - 2.8.3 VHB will prepare a communications architecture diagram and fiber allocation assignment schedule.
- 2.9 Communications Network (TMC side)
 - 2.9.1 Utilizing the preliminary communications architecture block diagram developed in the Preliminary Engineering Study, VHB will prepare a detailed assessment of the TMC communications hardware and interconnect needs for this project.



- 2.9.2 VHB will prepare rack layout details showing communications equipment, including servers, Ethernet switches, fiber optic distribution panels.

2.10 Systems Engineering

- 2.10.1 In accordance with the FHWA guidelines and based on comments received from the City on the Preliminary Engineering Study, VHB will prepare an updated high level functional requirement document (HLFR) for the project based on the V-Diagram. This document will describe, at a high level, the functional, performance, non-functional, and enabling system requirements.
- 2.10.2 VHB will prepare a detailed level functional requirements document (DLFR) for the project.
- 2.10.3 VHB will prepare the above documents and submit four (4) copies and an electronic copy in .PDF format to the City.

3.0 SEMI-FINAL DESIGN

- 3.1 Semi-final design will not commence until all comments are received, a preliminary design review meeting is conducted, and the minutes from the meeting are accepted. VHB will incorporate the comments from the Preliminary design review and respond in writing.
- 3.2 VHB will prepare a complete electrical cable design for each intersection in accordance with the guidelines set forth in the Division of Traffic Engineer's "Traffic Control Signal Manual."
- 3.3 *VHB will prepare mast arm detail sheets based on the latest CTDOT structural design requirements.*
- 3.4 VHB will prepare a detailed estimate with *quantity summary by intersection*, and total proposal estimate.
- 3.5 VHB will *assemble and prepare* appropriate standard detail sheets and miscellaneous details necessary to construct the project.
- 3.6 VHB will prepare required standardized instructions provided by the City, project specifications and special provisions to the CTDOT Standard Specifications. The project specification will include typical traffic flow details for Maintenance and Protection of Traffic (MPT) *specification as provided by CTDOT.*



- 3.7 VHB will hold and/or attend up to four (4) meetings (including two coordination meetings with the design team) with the City necessary to accomplish the semi-final design phase. VHB will prepare minutes of the meeting and submit them to the City.
- 3.8 VHB will prepare the semi-final design package and submit five (5) copies and an electronic copy in .PDF format to the City. The design package will include the following:
- Title sheet
 - Detailed estimate sheet
 - Interconnect plan and details
 - Plan sheets – traffic control signals
 - Plan sheets – sign, pavement marking and Handicap ramp locations
 - Plan sheets – City of West Haven Standard Details
 - Typical details – signals and signs
 - The Standard drawings for sign support, pavement markings, pull boxes, construction sign supports and channelizing devices
 - Project specifications and special provisions on an 8 ½ by 11-inch format
- 3.9 Communications Network (field side)
- 3.9.1 VHB will prepare semi-final communications/interconnect plans showing location of the communication cable routing, number of cables and strands in each run, whether the run is in new conduit, existing conduit, or aerial, new/existing hand holes, manholes, and pole laterals for conduit runs.
- 3.9.2 VHB will prepare a semi-final communications architecture diagram and fiber allocation assignment schedule.
- 3.9.3 VHB will prepare detailed fiber optic splicing information in graphical as well as tabular format for all fiber optic splicing, including that to be performed in splice enclosures as well as in traffic signal cabinets.
- 3.10 Communications Network (TMC side)
- 3.10.1 VHB will incorporate all comments received from the City relative to the Preliminary Design submission and will prepare a semi-final TMC communications approach.
- 3.10.2 VHB will prepare a semi-final communications architecture block diagram that will reflect the City's objectives as well as the results of the communications needs analysis.
- 3.10.3 VHB will prepare semi-final rack layout details showing all proposed communications equipment, including communications servers, Ethernet switches, fiber distribution panels.



3.11 Systems Engineering

- 3.11.1 VHB will prepare, based on comments received from the City on the Preliminary Design, an updated high level functional requirement document (HLFR) and detailed level functional requirements document (DLFR) for the project.
- 3.11.2 VHB will prepare a system verification plan. This plan will describe how the system will be tested to ensure that it meets the high level and detailed level functional requirements. The verification plan will require that all high level and all detailed level functional requirements be thoroughly verified by the selected Contractor.
- 3.11.3 VHB will include in the semi-final design documents package the System Engineering Documents, including the high-level functional requirements document, the detailed level functional requirements document, and the system verification plan.

4.0 FINAL DESIGN

- 4.1 Final design will not commence until all comments are received and authorized to proceed, a semi-final design review meeting is conducted, and the minutes from the meeting are accepted. VHB will provide response to comments matrix (RCM) and incorporate comments into the final design package.
- 4.2 VHB will finalize all plans, special provisions, quantity estimate, and the Systems Engineering documents including the high level /detail level functional requirements document, system verification plan, and the draft City advertised contract package.
- 4.3 VHB will hold and/or attend any meetings necessary to accomplish the final design stage (Assume two (2) meetings with the City and two (2) meetings with the affected utility owners). VHB will prepare minutes of the meeting and submit them to the City.
- 4.4 VHB will submit the following products:
 - Four (4) sets of paper copies of final plans, project specifications, and Systems Engineering documents and an electronic copy in .PDF format to the City.
 - One (1) set of original Mylar of final plans for submission to the City.
 - For each location, and the interconnect plans, a CD containing the file (AutoCAD format) for each location plotted on Mylar with the seal of a Connecticut Licensed Professional Engineer affixed.
 - Electronic copy of all 8 ½ by 11-inch project specifications, special provisions, and Systems Engineering documents.

5.0 ENGINEERING SERVICES DURING CONSTRUCTION

The scope of services for engineering services during construction will include the following services and VHB has included budgeted hours for these tasks:



- 5.1. VHB will perform up to two cycles of shop drawing / catalogue-cuts / calculation reviews for each item in the construction contract.
- 5.2. VHB will prepare *up to five (five)* responses to Requests for Information submitted by the Contractor.
- 5.3. VHB will review and prepare *up to five (5)* responses to change orders submitted by the Contractor.
- 5.4. VHB will assist the City with meetings with contractors including pre-bid meeting, pre-construction meeting, and periodic status meetings. *For budgeting purposes, VHB has assumed a maximum of six (6) in person and virtual meetings.*
- 5.5. VHB will coordinate and attend meetings with the city to address engineering design issues. A total of five (5) meetings budgeted for this task.
- 5.6. VHB will assist the City with problem resolution relative to construction activities in the field as well as in the TMC *as noted in tasks 5-2 through 5.6 Potential problem resolutions will be provided under those tasks.*
- 5.7. VHB will review verification test plans submitted by the Contractor and will make recommendations to the City with respect to the acceptability of the test plans.
 - VHB will provide inspections of all completed construction activities including:
 - Traffic signal cabinets and all equipment contained therein.
 - Aerial work, including all signal wires and fiber optic cables.
 - Operation of traffic signal cabinet equipment.
 - All structures built as part of the project.
 - All detection equipment built as part of the project.
 - System Integration inspection and testing.
 - VHB will witness all verification testing performed by the Contractor, including:
 - Standalone testing of all field equipment at proposed signalized intersections.
 - Standalone testing of fiber optic infrastructure installed as part of the project.
 - Standalone testing of all TMC equipment installed as part of the project.
 - Operational acceptance testing of the complete system conducted from the TMC.
 - All additional testing, not already described above, is contained within the approved verification test plans and test cases.
- 5.8. VHB will review all verification test results submitted by the Contractor and will advise the City on the acceptability of the test results.



- 5.9. VHB will review training plans submitted by the Contractor and will advise the City as to the acceptability of the plans.
- 5.10. VHB will attend training conducted by the Contractor and will advise the City as to the acceptability of the training. One day of training has been allocated in the project budget.
- 5.11. VHB will perform the verification of controllers and Traffic Management Center (TMC) System timing parameters and system fine tuning for weekday and Saturday peak hours.

6.0 CONSTRUCTION ADMINISTRATION AND INSPECTIONS

The construction administration and daily field inspection services, *beyond those described above*, and implementation phase are excluded under this scope of services.

7.0 ALTERNATE COMMUNICATIONS SYSTEM DESIGN

VHB recommends that the City consider installation of Field Monitoring Units (FMUs) as an intersection communications alternative to the fiber optic interconnect network proposed in the RFP for communications between the Police Department and the individual intersections. FMUs are equipped with an internal 4G LTE cellular modem and integrated 4 port Layer 2 Ethernet switch, and they are installed within the existing controller cabinets with no roadway construction for underground conduit installation required. The FMU's will not only provide cellular based communications to the local controller, but it will also provide cabinet telemetry to allow for remote monitoring of cabinet power/flash and door status; in addition, it allows for future TSP and Connected Vehicle applications. FMU's are proven in the field, with installations for MassDOT and other communities that can be shown to the City for consideration. As a result, the installation of FMUs in each controller cabinet is significantly more cost effective than installing fiber optic interconnect cable to each intersection.

The engineering design effort for this project would also be reduced if FMUs were proposed for communications instead of fiber optic interconnect cable. If FMUs are selected for communications to all intersections, VHB will negotiate a discount on the engineering design fee.

The City may also consider a combination of these two approaches, where fiber optic interconnect cable is installed to some project intersections that are conveniently located near an existing fiber optic interconnect backbone cable, and FMUs are installed at isolated intersections that are several blocks away from a fiber optic backbone cable. VHB would be pleased to assist the City in selecting the most cost-effective solution for providing communications to the traffic signal system and negotiate a reduced fee based on the level of effort required.

8.0 EXCEPTIONS TO INSURANCE REQUIREMENTS

VHB has reviewed the Contract vis a vis VHB's insurance policy solely for the purpose of ensuring that all contract provisions are insurable. VHB notes that the Indemnification section under the insurance requirements may present insurability issues. VHB will accept the contract "as-is" if awarded the



contract, but we assume it is in the best interest of all parties to have a fully insurable contract, and we are hopeful that you will consider making minor edits if VHB is awarded the project..

9.0 ASSUMPTIONS

- *New mast arm layouts will be designed.*
- *Video detection will be included for all intersections.*
- *Pedestrian equipment to be compliant for ADA and PROWAG with countdown and accessible pedestrian signals and accessible pushbuttons.*
- *Design of the traffic signal equipment shall be compliant with CTDOT, MUTCD, City requirements.*
- *Redesign of signal mast arm layouts from Semi-Final to Final Design submissions is excluded.*
- *City is responsible for preparing City of West Haven boilerplate bid documents and bidding the project.*
- *City is responsible for organizing Public Information Meetings.*
- *All local and State permits and approvals to be provided/coordinated by the City.*
- *The project construction is not funded with Congestion Mitigation Air Quality (CMAQ) funds.*

SERVICES NOT INCLUDED

This Scope of Services is inclusive only of those tasks specifically described within this document. Any additional tasks not specifically discussed in this Scope of Services may require modifications to the original Scope in the form of an Amendment to the Scope of Services and Compensation. The following services are not anticipated and, therefore, excluded from this scope:

- *Design of geometric roadway modifications*
- *ROW/Easement services (design intent is to avoid ROW)*
- *Design of roadway improvements*
- *Design of temporary traffic control plans*
- *Communications system design beyond limits of project*
- *Redesign of traffic signal equipment (post Semi-Final Design) due to substantial changes requested by City*
- *Additional meetings beyond those specified*
- *Geotechnical and soil analysis for foundations*
- *Preparation of front-end bid documents*
- *Comments beyond the City comments provided at Final Design submission are excluded. Once the Final design comments are addressed, incorporation of additional comments are excluded.*

Should services be required in these areas, or areas not previously described, VHB will prepare a proposal or amendment, at the Client's request, which contains the Scope of Services, fee, and Schedule to complete the additional services.



RIGHT TO RELY

VHB shall be entitled to rely upon the accuracy, completeness, and timeliness of information furnished by the Client, in connection with the performance of services under this Agreement. VHB will not, as part of this Agreement, independently verify the accuracy and completeness of work prepared by other members of the Project Team.

The Client and no other party may rely upon the documents prepared by VHB. The Client understands that VHB is providing the limited services described herein.

SCHEDULE

VHB will begin performance of this Scope of Services upon receipt of a fully executed Agreement. The Client understands that VHB's role is limited to the scope of services defined herein and may be subject to the direction and input of others on the Project Team. The delivery of VHB's services is dependent on the timely delivery of information or work products from others. It is VHB's understanding that the Client is providing the ultimate direction to and coordination of the Project Team. VHB shall not be responsible for failure to perform or for delays in the performance of services which arise out of causes beyond the control and/or without the fault or negligence of VHB. The schedule is also subject to weather and is exclusive of Client and local review of deliverables.

VHB anticipates the following schedule for performance of the services outlined herein:

- Task 1 – 120 Days
- Task 2 – 60 Days
- Task 3 – 60 Days
- Task 4 - 45 Days

If the Client requests that work under this agreement be stopped, or instructs VHB to complete work out of sequence, the schedule and fee estimate is subject to renegotiation when written authorization to proceed is received.

LUMP SUM FEE

VHB shall provide the above noted scope of service tasks for a Lump Sum fee of **\$519,700** inclusive of all subcontractor direct costs (test pits, traffic counts) and reimbursable expenses.

If a purchase order or other authorization document is issued by the Client, notwithstanding anything to the contrary in any such document, the terms and conditions of this Agreement shall be controlling and shall take precedence over any additional or different terms contained in any document generated by the Client.



VANASSE HANGEN BRUSTLIN, INC. AUTHORIZATION

VHB assumes that this scope of work will be subject to the attached terms and conditions. We reserve the right to modify the scope if revisions to the terms or alternate terms are proposed.

By: _____

Print: _____

Title: _____

Date: _____

CLIENT AUTHORIZATION

City of West Haven agrees with Part I, which includes the Scope of Services, Compensation, and Schedule, and Part II, Terms and Conditions of Agreement, attached hereto and acknowledged as being received. Together they constitute the entire Agreement between Vanasse Hangen Brustlin, Inc. and City of West Haven.

By: _____

Print: _____

Title: _____

Date: _____



STANDARD TERMS AND CONDITIONS. The engagement of VHB by Client is under the following terms and conditions. These terms and conditions are an integral part of the collective Agreement between Client and VHB.

SCOPE OF SERVICES. VHB shall perform the services set forth in the attached Scope of Services. Requests for additional services and any associated fee adjustment must be authorized in writing before additional services can begin.

PERFORMANCE STANDARDS. VHB's services require decisions that are not based upon science, but rather upon judgmental considerations. In the performance or furnishing of professional services hereunder, VHB, and those it is responsible for, shall exercise the degree of skill and care ordinarily exercised by similarly practicing professionals performing similar services under similar conditions in the same locality ("Standard of Care"). VHB shall be entitled to rely on the accuracy and completeness of data, reports, surveys, requirements, and other information provided by Client.

SCHEDULE. VHB shall perform its services as set forth in the Scope of Services as expeditiously as consistent with the Standard of Care and the orderly progress of the Work. VHB shall not be responsible for failure to perform or for delays in the services arising out of factors beyond the reasonable control or without the fault or negligence of VHB.

PAYMENT. The fee estimate for the proposed Scope of Services is valid for 60 days from the date of Proposal. All schedules set forth in the attached Scope of Services commence upon receipt of a signed Agreement and, if requested, a retainer. Retainers will be applied to the last invoice. A RETAINER OF \$[] IS REQUIRED BEFORE SERVICES WILL COMMENCE.

Invoices will be rendered monthly and are due upon receipt. Any invoice unpaid more than 30 days after date of invoice will bear interest at 1-1/2 percent per month.

If Client fails to pay any invoice within 45 days of the date of invoice, VHB may, without waiving any other claim or right against Client or incurring any liability for delay, suspend the services until VHB has been paid in full. Sealed plans, final documents, reports, and attendance at meetings/hearings will not be provided unless payment for services is current.

If VHB is performing services for Client under multiple projects, payments must be current on all projects for services hereunder to continue. Client acknowledges VHB's right to suspend services and withhold plans and documents, as provided above, if any payments are overdue. If services are suspended for 30 days or longer, upon resuming services VHB shall be entitled to expenses incurred in the interruption and resumption of its services. If

services are suspended for 90 days or longer, VHB shall be entitled to expenses incurred in the interruption and resumption of its services and fees for remaining services shall be equitably adjusted.

The parties agree to coordinate invoices to assure timely payment. At minimum, VHB's project manager and Client's representative will confer as often as necessary about any issues involving invoicing and collections. Client's representative will contact VHB's project manager forthwith upon receipt of an invoice about any questions or issues concerning invoiced amounts. If Client's representative and VHB's project manager are unable to resolve any questions or issues, Client's representative will line item any disputed or questionable amount and pay VHB. VHB, at its option, may revise and resubmit disputed amounts at a later date.

Should it become necessary to utilize legal or other resources to collect any or all monies rightfully due for services rendered under this Agreement, VHB shall be entitled to full reimbursement of all such costs, including reasonable attorneys' fees, as part of this Agreement.

OWNERSHIP OF WORK PRODUCT. All work products (whether in hard or electronic form) prepared by VHB pursuant to the Agreement are instruments of service with respect to the Project and are not authorized, intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other Project. Any reuse by Client or a third person or entity authorized by Client without written verification or adaptation by VHB for the specific application will be at Client's sole risk and without liability or legal exposure to VHB. Client shall release, defend, indemnify and hold harmless VHB from all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting therefrom. Any such verification or adaptation will entitle VHB to additional compensation at rates to be agreed upon by VHB and Client, third person, or entity seeking to reuse said documents.

Client recognizes that information recorded on or transmitted as electronic media, including CADD documents ("Electronic Documents") is subject to undetectable alteration, either intentional or unintentional, due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, the Electronic Documents are provided to Client for informational purposes only and are not represented as suitable for any use or purpose.

VHB retains the copyright in all work products produced in connection with this Agreement, unless otherwise agreed to in writing by an authorized VHB representative. VHB licenses to Client on a non-exclusive basis the use of work products produced solely in connection with this Agreement. The license



may be revoked for any failure of Client to perform under this Agreement.

CERTIFICATIONS. VHB shall not be required to sign any documents, no matter by whom requested, that would result in VHB having to certify, guarantee or warrant the existence of conditions whose existence VHB cannot wholly ascertain. Any certification provided by VHB shall be so provided based on VHB's knowledge, information, and belief subject to the preceding sentence, and shall reflect no greater certainty than VHB's professional opinion developed through and consistent with the Standard of Care. VHB shall be compensated for any work necessary to assess project compliance with regulatory standards for purposes of such certification.

INSURANCE. VHB agrees to carry the following insurance during the term of this Agreement:

- Workmen's Compensation and Employer's Liability Insurance in compliance with statutory limits
- Comprehensive General Liability Insurance including Products Completed, Contractual, Property, and Personal Injury coverage with combined single limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate
- Professional Liability Insurance with a limit of \$1,000,000 per claim and in the aggregate
- Automobile Liability Insurance including non-owned and hired automobiles with a combined single limit of \$1,000,000 per occurrence

Certificates of insurance will be furnished upon request. If Client requires additional insurance coverage, and it is available, Client agrees to reimburse VHB for such additional expense.

INDEMNITY. Client and VHB shall at all times indemnify and save harmless each other, their officers, and employees on account of damages, losses, expenses, reasonable counsel fees, and compensation arising out of any claims for damages, personal injuries and/or property losses sustained by any person or entity, to the extent caused by the negligent acts, errors or omissions of the indemnifying party, its employees, or subcontractors in connection with the Project, and/or under this Agreement.

Client agrees to the fullest extent permitted by law, to indemnify and hold harmless VHB, its officers, employees and subconsultants from and against any and all claims, suits, demands, liabilities costs including reasonable attorneys' fees, and defense costs caused by, arising out of, or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products, or material that exist on, about, or adjacent to the job site.

LIMITATION ON VHB'S RESPONSIBILITY AND JOBSITE SAFETY. VHB will not be responsible for the acts or omissions of

contractors or others at the Site, except for its own subcontractors and employees. Neither the professional activities of VHB nor the presence of VHB or its employees or subconsultants at a project site shall relieve the other parties on this project of their obligations, duties, and, including, but not limited to, construction means, methods, sequence, techniques, or procedures necessary for performing, superintending, and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. VHB and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. Client agrees that Contractor shall be solely responsible for job site safety and warrants that this intent shall be carried out in Client's contract with Contractor.

ALLOCATION OF RISK. In recognition of the relative risks and benefits of the Project to both Client and VHB, the risks have been allocated such that Client agrees that to the fullest extent permitted by law, VHB's total liability in the aggregate to Client and any persons or entities claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project and/or this Agreement from any cause or causes, including, but not limited to, VHB's negligence, errors, omissions, strict liability, statutory liability, indemnity obligation, breach of contract or breach of warranty shall not exceed the higher of \$50,000 (fifty thousand dollars), or ten (10) percent of the compensation actually paid to VHB. Client and VHB may agree to a higher limitation of liability for an increased fee.

DISPUTE RESOLUTION. All questions in dispute under this Agreement shall be submitted to non-binding mediation as a condition precedent to the institution of legal proceedings. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representative and shall meet within ten (10) days after the service of the notice. The parties shall then attempt to resolve the dispute within ten (10) days of meeting. Should the parties be unable to agree on a resolution of the dispute, then the parties shall proceed with mediation in accordance with the mediation rules of the American Arbitration Association. The cost of mediation shall be borne equally by both parties. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts.

LEGAL SUPPORT. To the extent VHB is required to respond to any dispute resolution process, including, but not limited to, requests for document production, discovery or a request to appear in any deposition or legal proceeding, which is related to the Scope of Services but does not arise out of VHB's negligent



acts, errors or omissions, Client shall compensate VHB for all costs incurred by VHB, including reasonable attorneys' fees.

DESCRIPTIVE HEADINGS AND COUNTERPARTS. The headings contained in this Agreement are for convenience of reference only and shall not constitute a part hereof, or define, limit or in any way affect the meaning of any of the terms or provisions hereof. This Agreement may be executed in two or more counterparts, and any party hereto may execute any such counterpart, which, when executed and delivered, shall be deemed to be an original and all of such counterparts taken together shall be deemed to be one and the same instrument.

EXCLUSIVE REMEDIES. In the event that any dispute is not remedied through the alternative dispute resolution procedures set forth herein, all claims, actions, and rights of action arising from or relating in any way to this Agreement or the services performed thereunder, whether in contract, tort, indemnity and all other rights of action whatsoever, shall be filed in a court of competent jurisdiction within three years of the completion of such services, or all such claims, actions and rights of action shall be waived. Recovery under this Agreement shall be limited by the parties' agreement on Allocation of Risk and the remainder of this section.

Notwithstanding any other provision of this Agreement, neither party shall be liable to the other for any liquidated, incidental, special, indirect or other consequential damages incurred, regardless of the nature of the cause or whether caused by Client or VHB, or their employees, subconsultants, or subcontractors. Consequential damages include, without limitation, loss of use, loss of profits, loss of production, or business interruption; however, the same may be caused.

VHB and Client waive all claims against each other arising out of or related to this Agreement or the services to the extent that losses, damages, and liabilities associated with such claims have been compensated by the proceeds of property insurance or any other insurance policy.

VHB makes no warranties or guarantees, express or implied, under this Agreement or any other contract document with respect to its provision of professional services. In entering into this Agreement, Client has relied only upon the representations set forth in this Agreement. No verbal warranties, representations, or statements shall be considered a part of this Agreement or a basis upon which Client relied in entering into this Agreement.

NO THIRD PARTY BENEFICIARIES. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either Client or VHB. In addition, nothing herein shall be construed as creating a contractual relationship between Client and any VHB employee,

representative, or consultant. Client agrees that in the event of a dispute regarding this Agreement or the services rendered by VHB hereunder, Client shall only seek recourse against VHB and waives any right to pursue a claim against VHB's individual directors, officers or employees.

VHB's commitments as set forth in this Agreement are based on the expectation that all of the services described in this Agreement will be provided. In the event Client later elects to reduce VHB's Scope of Services, Client hereby agrees to release, hold harmless, defend, and indemnify VHB from any and all claims, damages, losses or costs associated with or arising out of such reduction in services.

SEVERABILITY. The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

TAXES. Any taxes or fees, enacted by local, state, or federal government and based on gross receipts or revenues, will be invoiced to and payable by Client as an additional amount due under this Agreement.

PROJECT SPECIFIC PROVISIONS. To the extent the Scope of Services involves any of the following services/geographies, the following general provisions apply accordingly:

AMERICANS WITH DISABILITIES ACT (ADA). Client understands and agrees that ADA standards are evolving and subject to varying, potentially contradictory interpretations and applications. VHB will use its reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances, and regulations as they apply to the project. VHB cannot and does not warrant or guarantee that Client's Project will comply with all ADA requirements or ADA interpretations or other applicable regulatory interpretations.

CLIMATE CHANGE/FLOOD ANALYSIS. Consultant shall not be responsible or liable for any damages, losses, litigation, expenses, counsel fees and compensation arising out of any claims, damages, personal injuries and/or property losses related to flooding conditions whether directly or indirectly due to flood water damage, and Client shall at all times indemnify and hold harmless VHB, its respective officers, agents and employees on account of any related claims, damages, losses, expenses and counsel fees related thereto.

CONSTRUCTION PHASE SERVICES

SITE VISITS. VHB shall make periodic site visits upon the request of Client or as otherwise agreed in writing by Client and VHB for



the limited purpose of determining whether work is in general conformance with VHB's plans and specifications. Such visits are not intended to be an exhaustive check or a detailed inspection of Contractor's work. VHB shall not supervise or have control over Contractor's work nor have any responsibility for construction ways, means, methods, techniques, sequences, or procedures selected by Contractor nor for Contractor's safety precautions or programs in connection with the Work.

SHOP DRAWINGS. VHB's review and approval of submittals such as shop drawings, product data, samples, and other data, shall be for the limited purpose of checking for conformance with the design concept and the information in VHB's documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades, or construction safety precautions, all of which are the sole responsibility of Contractor and other unrelated parties. Review of a specific item shall not indicate that VHB has reviewed the entire assembly of which the item is a component. VHB shall not be responsible for any deviations from VHB's documents or other documents that are not brought to the attention of VHB in writing by Contractor. VHB shall not be required to review partial submissions or those for which submission of correlated items have not been received.

GEOTECHNICAL SERVICES. Client understands that VHB does not perform geotechnical services directly and, if requested, will retain a geotechnical subconsultant on behalf of Client, and VHB shall rely on the accuracy and completeness of data furnished as if the geotechnical services were contracted directly through Client.

TANK INSPECTION. Client will provide VHB with available underground storage tank (UST) documentation as necessary. VHB assumes that the documentation and site plans will be in order, be complete and meet regulatory compliance standards. VHB's inspection services are to fulfill regulatory requirements and do not include invasive testing or equipment calibration and testing. Accordingly, Client expressly agrees that VHB shall have no liability for equipment functioning or malfunctioning, product releases or spills.

LSP SERVICES – PROJECTS LOCATED IN MASSACHUSETTS. In accordance with the Massachusetts General Laws Chapter 21E, the performance of the services contained in this Agreement may require the engagement of a Licensed Site Professional (LSP) registered with the Commonwealth of Massachusetts under Massachusetts General Law Chapter 21A and the regulations promulgated by the Massachusetts Department of Environmental Protection (MADEP) thereunder (collectively the LSP Program). These laws and regulations place upon the LSP certain professional obligations owed to the public, including in some

instances a duty to disclose the existence of certain environmental contaminants to the MADEP. In the event that any site for which VHB has provided LSP services is audited by MADEP pursuant to the provisions of the Massachusetts Contingency Plan, VHB shall be entitled to additional compensation to provide such services as may be necessary to assist Client in its response to MADEP.

Client understands and acknowledges that in the event the LSP's obligations under the LSP Program conflict in any way with the terms and conditions of this Agreement or the wishes or intentions of Client, the LSP is bound by law to comply with the requirements of the LSP Program. Accordingly, Client recognizes that the LSP shall be immune for all civil liability resulting from any alleged and/or actual conflict with the LSP Program. Client also agrees to hold VHB and its LSP harmless for any claims, losses, damages, fines, or administrative, civil, or criminal penalties resulting from the LSP's fulfillment of its obligations under the LSP Program.

**PROJECTS LOCATED IN FLORIDA.
FLORIDA STATUTES SECTION
558.0035 (2013), AN INDIVIDUAL
EMPLOYEE OR AGENT MAY NOT BE
HELD INDIVIDUALLY LIABLE FOR
ECONOMIC DAMAGES RESULTING
FROM NEGLIGENCE OCCURRING
WITHIN THE COURSE AND SCOPE
OF THIS AGREEMENT.**

CITY OF WEST HAVEN

RFP # 2024-11

TRAFFIC SIGNAL REHABILITATION AND UPGRADE - PHASE 1

BID FORM

TOTAL BID PRICE (LUMP SUM): \$519,700.00 _____


COMPANY NAME: Vanasse Hangen Brustlin, Inc. _____

CONTACT PERSON: Robin Bousa _____

ADDRESS: 100 Great Meadow Road,
Suite 200
Wethersfield, CT 06109 _____

PHONE NUMBER: 860-807-4300 _____

EMAIL: rbousa@vhb.com _____

SIGNATURE:  _____

DATE: 5/8/24 _____

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 contact Purchasing Director at 203-937-3624

Contractor/Vendor Name:	Vanasse Hangen Brustlin, Inc.
Address:	100 Great Meadow Road, Suite 200, Wethersfield, CT 06109
Telephone and/or Fax #:	860-807-4380
Email Address:	rbousa@vhb.com
Contact Person:	Robin Bousa

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	Hartford
I,	Robin Bousa	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	Vanasse Hangen Brustlin, 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.		
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.	<input type="checkbox"/>	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	
4b.	<input checked="" type="checkbox"/>	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.	<input type="checkbox"/>	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.	<input checked="" type="checkbox"/>	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.	<input type="checkbox"/>	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.	<input checked="" type="checkbox"/>	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 #:	0236756 Insert State Registration # above
6c.	<input type="checkbox"/>	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).	

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			

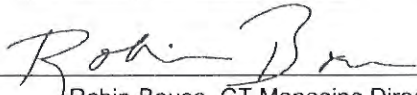
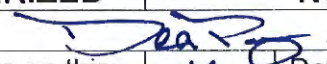
10. The following persons and/or entities possess an ownership interest in the Contractor. If the Contractor is a corporation, list the names of each stockholder whose shares exceed twenty-five (25) percent of the outstanding stock. If none, state none. Use additional sheet if necessary (must be on company 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:			
		Robin Bousa, CT Managing Director	
THIS FORM MUST BE NOTARIZED		NOTARY SEAL (if available)	
Signature of Notary:			
Subscribed and sworn to, before me on this:	6	Day of	May 20 24
My Commission Expires:	Oct. 31, 2024		

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.)

PROJECT COST ESTIMATE - West Haven Traffic Signal Improvements

City of West Haven- Project

Firm Name: Vanasse Hangen Brustlin, Inc.

Description: Summary of all Tasks

Date: June 12, 2024

SUMMARY BY TASK

	TOTAL
Task 1: Preliminary Engineering Study	\$82,538
Task 2: Preliminary Design	\$140,569
Task 3: Semi-Final Design	\$101,351
Task 4: Final Design	\$37,644
Task 5: Construction Services / Implementation Phase	\$124,871
Direct Costs	\$32,727
TOTAL	\$519,700

Summary of all Tasks

PROJECT COST ESTIMATE - West Haven Traffic Signal Improvements

City of West Haven- Project
 Firm Name: Vanasse Hangen Brustlin, Inc.
 Description: Total Direct Cost Estimate
 Date: June 12, 2024

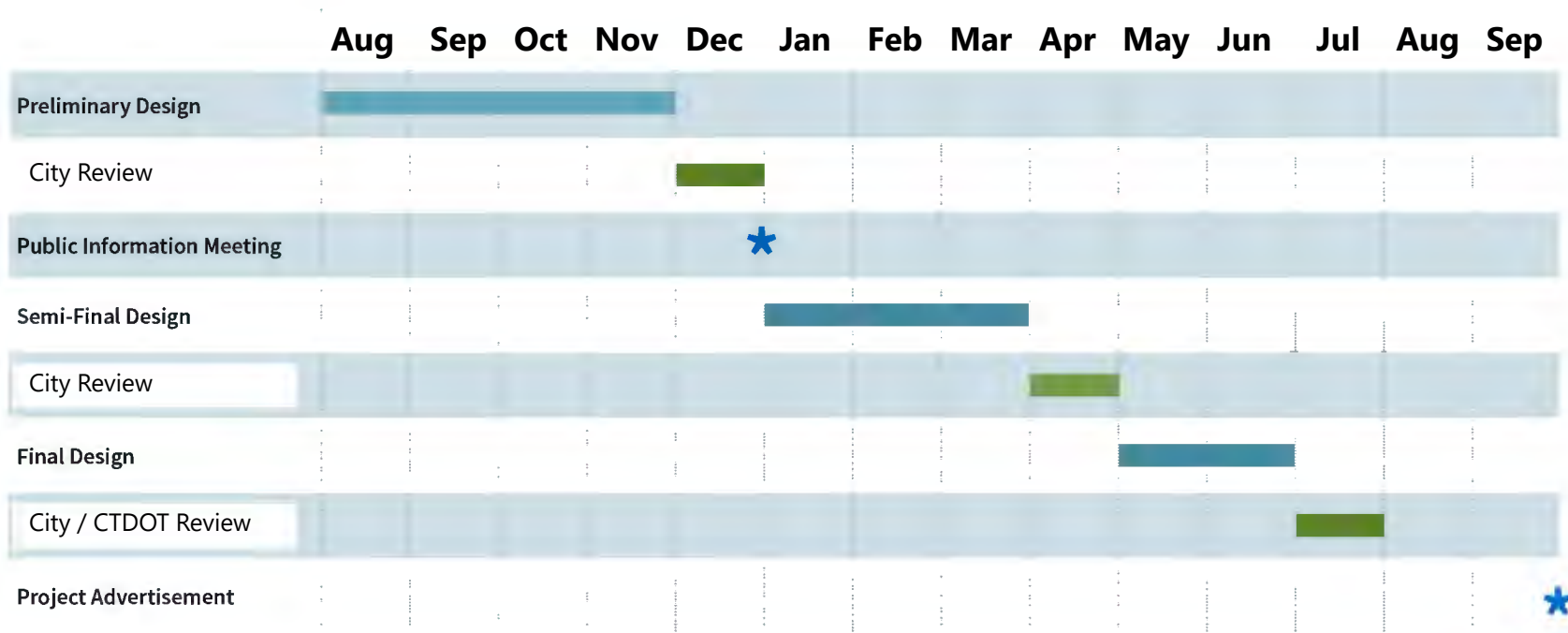
	UNITS	UNIT PRICE	QUANTITY	COST
TRAVEL				
Mileage	Miles	\$0.660	5,000	\$3,300.00
Air				\$0.00
Parking/Tolls/Gasoline	\$	at cost		\$0.00
Car Rental	days			\$0.00
SUBSISTENCE/FOOD & LODGING	trips	mileage		
Hotel	\$ per day			\$0.00
Meals	\$ per day			\$0.00
REPRODUCTION				
	printing			
Photocopies	Page	\$0.08	6000	\$480.00
Bond B&W Plots	sq. ft.	\$2.00		\$0.00
Mylar B&W Plots	sq. ft.	\$5.70	0	\$0.00
Bond B&W Copies	0	\$0.00	0	\$0.00
Color Copies (8.5 x 11)	Page	\$0.50	500	\$250.00
Color Plotting	sq. ft.	\$4.00	50	\$200.00
Drawing Mounting	sq. ft.	\$3.80	50	\$190.00
COMMUNICATION				
Long Distance Telephone	\$	at cost		\$0.00
Facsimile	Page/outgoing	\$0.34		\$0.00

POSTAGE AND SHIPPING

US Mail - Letters/Documents
 US Mail - Postcards
 US Mail - Packages
 Overnight Mailing Service

	UNITS	UNIT PRICE	QUANTITY	COST
	each	\$0.65	100	\$65.00
	each	\$0.23		\$0.00
	each	\$12.00	50	\$600.00
	each	\$30.00	10	\$300.00
MISCELLANEOUS				
Traffic Data Collection (ATR, TMC counts)	LS		1	\$6,000.00
Record plan copies	LS		1	
			1	
10 intersections x 2 hour counts x 4 periods			80 hours	
80 x 65				\$6,000
4 ATR x 4 days				\$2,000
miscellaneous expenses				\$1,342.00
utility test ꞑ 10 x \$2,000 per location				\$20,000.00
TOTAL DIRECT COST EXPENSES				\$32,727.00

Potential Project Schedule 2024/2025





Office of the Finance Director

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

MARB Contract Form

Contract Name/PO	Tree services			
City Agency	Public Works			
Vendor Utilized	Herrington and Sons LLC			
Address	5 Bassett Street, APT 5			
City, State, Zip	West Haven, CT 06516			
Procurement Process	<input checked="" type="checkbox"/> Bid/RFP [2024-21] <input type="checkbox"/> State Contract [Enter State Contract #] <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) Herrington and Sons \$107.50 Per Hour/On-Call \$161.25\$, Precision Cutting Svc \$238.00 per hour /on call \$375.00 J&J Brothers \$190.00Per Hour / On Call \$2500			
Quote No('s) if applicable				
Source of Funds	Capital Funds			
Quantity	0.00	Price Per:	\$0.00	Total Purchase Price \$103,000
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 issued a solicitation for tree managements services. The services the City was seeking but not limited to were Tree and Brush Trimming: Trim overgrown branches and foliage to improve health and appearance of trees and enhance public safety; Tree Cutting and Removal: Remove large, dead, diseased, or hazardously positioned trees as identified by our Tree Warden or Public Works Department; Stump Grinding: Perform stump grinding services to a depth sufficient for replanting or as specified in individual projects orders; and Debris Disposal: Properly dispose of all tree and brush debris in accordance with local environmental regulations.</p>			
Department Submission [Name and Title]	Robert Sandella, Acting Commissioner Public Works			
Finance Review and Submission [Name and Title]	Kathy Chambers, MBA, MPA, Senior Buyer, Procurement Analy			

CITY OF WEST HAVEN CONSTRUCTION SERVICES CONTRACT

TREE SERVICES

1. This Agreement is made this _____ day of _____ 2024 by and between the **City of West Haven**, (the "City") and **Herrington & Sons Tree Specialists, LLC** (the "Contractor"). The Contractor shall provide all labor, materials, and equipment necessary or reasonably required to complete the Work shown on Exhibit A attached hereto and made a part hereof (the "Work"). The Work shall be administered and managed on behalf of the City by the City Tree Warden and the Public Works Department. Contractor shall follow all instructions, reviews, advice, approvals or directives issued by the Tree Warden or his designated Public Works Department personnel.

2. The City will periodically pay the Contractor upon the satisfactory completion of portions of the Work as predetermined by the Tree Warden, and when all of the Contractor's duties, obligations and responsibilities under this Agreement with respect to such portion or portions have been performed and satisfied, subject to additions and deductions as herein provided. The amounts of all payments that become due shall be determined according to the schedules set forth in Exhibit A attached hereto and made a part hereof. The Contractor's payment shall become due and payable when each portion of the Work has been completed and accepted by the City; the Contractor provides the City with evidence satisfactory to the City that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, materials, equipment, taxes or other items performed, furnished, or incurred for or in connection with the Work; and the Contractor executes and delivers a general release running to and in favor of the City.

3. Upon the Contractor's receipt of a fully executed copy of this Agreement from the City, the Tree Warden shall from time to time determine and designate portions of the Work to be completed by the Contractor and shall communicate to the Contractor an anticipated Time of Completion for each portion of the Work. Time is of the essence.

4. The City reserves the right – without invalidating this Agreement – to make changes to the Work required herein that may involve additions, deletions and/or modifications to the scope of Work described in Exhibit A. Upon receipt of a proposed addition, deletion and/or modification, the Contractor shall notify the City of its proposed increase or deduction in the payment amount requested as a result thereof. If the City accepts the Contractor's proposal, the Tree Warden shall issue a written change order incorporating the proposed addition, deletion and/or modification into this Agreement.

5. If the City and the Contractor are unable to agree upon the value of the Work to be changed, added or omitted, the Contractor shall proceed with the Work promptly under a written order of the City from which order the stated value of the Work shall be omitted, and the determination of the value of the Work shall be determined by the Sidewalk Inspector. The Sidewalk Inspector's decision pertaining to the value of the Work shall be final and binding upon the parties hereto.

6. The Contractor expressly agrees to at all times indemnify, defend and hold harmless the City and its officers, agents and employees on account of any and all demands; claims;

damages; losses; litigation and financial costs and expenses, including attorney's fees; compensation arising out of personal injuries (including death); any damage to property, real or personal; and any other loss or expense, directly or indirectly, arising out of, related to or connected with the Work to be performed hereunder by the Contractor, its employees, agents, subcontractors, material suppliers, or anyone directly or indirectly employed by any of them. The Contractor shall and does hereby assume and agree to pay for the defense of all such claims, demands, suits, proceedings and litigation. The provisions of this paragraph shall survive the expiration or early termination of this Agreement; shall be separate and independent of any other provision or requirement of this Agreement; and shall not be limited by reason of any insurance coverage provided hereunder.

7. In the employment of mechanics, laborers and workmen for the Work, the Contractor and all lower-tiered subcontractors shall give employment preference to citizens of West Haven. The Contractor and all lower-tiered subcontractors shall submit such relevant documents and other information as may be requested by the City to determine compliance with this article. In order to monitor compliance with the section, the City may request such relevant documents and documentation from the Contractor or from subcontractors at any time during the term of the Contract. The Contractor shall comply with or arrange for compliance with all such requests promptly. Prior to the commencement of performance of the Work the Contractor and all lower-tiered subcontractors shall forward a written statement indicating the name, address and occupational title of each mechanic, laborer and workman scheduled to perform work. Amended statements shall be filed before any new mechanic, laborer and workman commences work under the Contract.

8. The Contractor and all lower-tiered subcontractors agree and warrant that in the performance of the Work that they shall not discriminate or permit discrimination in employment against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, sex or on the basis of physical or mental disability, including but not limited to blindness, unless it is shown by the Contractor or subcontractor that such disability prevents performance under the Contract. The Contractor and all sub-tier contractors also agree that for purposes of monitoring compliance with the provisions of this section that they shall provide the City with such information as may be requested concerning their employment practices and procedures. For purposes hereof, discrimination in employment shall include but not be limited to employment advertising, recruitment, layoff, termination, rates of pay or other forms of compensation, conditions or privileges of employment. The Contractor and all lower-tiered subcontractors shall post notices in conspicuous places on the work site describing the provisions of this Article. Nothing contained herein is intended or shall be construed to relieve the Contractor or any lower-tiered subcontractor from compliance with applicable federal or state law concerning equal employment opportunity, affirmative action or nondiscrimination.

9. If the Work requires utilizing trades or occupations for which state-certified apprenticeship programs exist, the Contractor shall be affiliated with such programs and the Contractor shall require lower-tiered subcontractors to be affiliated with same. The Contractor or any lower-tiered subcontractor may be relieved from compliance with this Article if provisions of its existing labor agreements prevent compliance with the requirements hereof. In that event, prior to the commencement of performance, the Contractor or subcontractor shall submit their reasons for such action in writing, along with supporting documents, to the City. In order to monitor compliance with the apprenticeship programs, the City may request such relevant documents and documentation from the Contractor or any lower-tiered subcontractor

at any time during the term of the Contract. The Contractor shall comply with any or arrange for compliance with all such requests promptly. An apprentice is defined as a person employed under a written agreement enrolled in a registered program by the State of Connecticut to work at and to learn a specific trade as defined in Connecticut State General Statutes Section 31-51(a).

10. If, after review, the City determines that the Contractor or any lower-tiered subcontractor has failed to comply with the requirements for local worker preference, nondiscrimination and/or apprenticeship, in addition to any other remedy available to it, the City may require corrective action to be taken by the Contractor or it may terminate the Contract.

11. The Contractor shall provide and maintain insurance coverage related to its services in connection with the Work in types and amounts specified in Exhibit B attached hereto.

IN WITNESS WHEREOF, the City and the Contractor have duly executed this agreement on the day and year first above written.

Signed, Sealed and Delivered
in the Presence of:

CITY OF WEST HAVEN

By: _____
Dorinda Borer
Its Mayor
Duly Authorized

**HERRINGTON & SONS
TREE SPECIALISTS, LLC**

By: _____
Robert Herrington
Its Owner
Duly Authorized

EXHIBIT A

SCOPE OF WORK:

1. **Tree and Brush Trimming:** Regular trimming and maintenance of trees and brush to ensure safety and aesthetic standards.
2. **Tree Cutting and Removal:** Safe removal of trees as necessitated by health, safety concerns or constructions projects.
3. **Stump Grinding:** Complete removal of tree stumps following tree cutting to ensure ground is left clear and suitable for landscaping
4. **Debris Disposal:** Removal and proper disposal of all tree and brush debris in compliance with local environmental regulations.

CITY'S OBLIGATIONS:

1. **Disposal Location:** The City shall provide a location to safely dispose of wood chips, wood and other debris resulting from the scope of work and all work performed under the terms of this agreement.
2. **Traffic Control:** The City shall be responsible for the cost of extra duty police to provide traffic control when necessary.

RATE SHEET (per hour rate):

LUMP SUM BID BASED UPON 120 DAYS OF WORK
(Three days per week for ten months)

\$103,200.00

Standard two-worker crew (with bucket truck, chipper and necessary saws and tools):	\$107.50
Extra worker (with City approval):	\$65.00
Overtime Rate (standard crew):	\$161.25
Emergency Call Rate:	\$161.25
Stump Machine Rate (including crew):	\$107.50

EXHIBIT B

The insurance required by this contract shall be written for not less than the following, and greater if required by law:

1. **Worker's Compensation:**
 - a. State: Connecticut - Statutory
 - b. Applicable Federal (e.g. Longshoremen's): Statutory
 - c. Employer's Liability: \$1,000,000.00 per accident
2. **Comprehensive or Commercial General Liability (including Premises - Operations; Independent Contractors Protective; Products and Completed Operations; Broad Form Property Damage); Contractual Liability and Personal Injury:**
 - a. 1,000,000.00 each occurrence C.S.L.;
 - b. 1,000,000.00 Personal & Advertising Injury;
 - c. Products and Completed Operations Insurance shall be maintained for five (5) years after final payment;
 - d. Property Damage Liability Insurance shall provide X,C and U coverage; and
 - e. Broad form property damage coverage shall include completed operations.
3. **Comprehensive automobile Liability (included owned, non-owned and hired vehicles):** Limited \$1,000,000.00 each accident (CSL) (BI &PD).
4. **If the value of the contract is in excess of \$100,000:** Umbrella excess liability insurance in the amount of \$5,000,000 each occurrence is also required.
5. Contractor shall purchase all risk on completed value form in the names of the owner, contractor, and subcontractors, as their interests may appear, with limits of amount equal to the contract sum for the work.
6. Contractor shall provide appropriate insurance certificates, naming the City of West Haven as an additional insured on all policies. 30 days notification shall be required for cancellation or non-renewal.
7. Liability insurance shall include all major divisions of coverage and be on a comprehensive basis- including.
 - a. Premises operations (including X-C/U as applicable)
 - b. Independent Contractors' Protective.
 - c. Products and completed operations
 - d. Personal injury liability with employment exclusion deleted.
 - e. Contractual Liability
 - f. Owned, non-owned, and hired motor vehicles.
 - g. Broad form property damage including completed operations
 - h. Umbrella excess liability.

The Contractor shall furnish one copy each of certificates of insurance herein required for each copy of the contract which shall specifically set forth evidence of all coverage required. The form of certificate shall be Accord 25 (2/84) or accepted equal. The contractor shall subsequently issue amending coverage or limits.

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 67111832

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Cynthia Ann Ferreri

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Herrington & Sons Tree Specialist LLC

Obligee: City of West Haven

Amount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

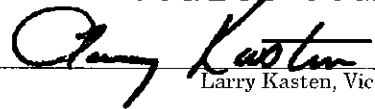
"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

If Bond No. 67111832 is not issued on or before midnight of October 7th, 2024, all authority conferred in this Power of Attorney shall expire and terminate.

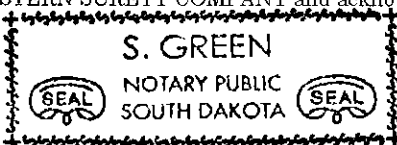
In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Larry Kasten, and its corporate seal to be affixed this 9th day of July, 2024.

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

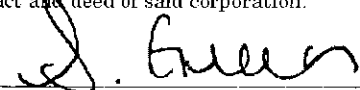
WESTERN SURETY COMPANY


Larry Kasten, Vice President

On this 9th day of July, in the year 2024, before me, a notary public, personally appeared Larry Kasten, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



My Commission Expires February 12, 2027

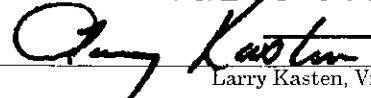


Notary Public - South Dakota

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 9th day of July, 2024.

WESTERN SURETY COMPANY


Larry Kasten, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

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:	Herrington & Sons Tree Specialists LLC
Address:	5 Bassett St., Apt 5, West Haven, CT 06516
Telephone and/or Fax #:	860-510-3000
Email Address:	inotrees@gmail.com
Contact Person:	Robert Herrington

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,	Robet Herrington <small>(type or print your name above)</small>	being first duly sworn, hereby deposes and says that:
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	Herrington & Sons Tree Specialists, LLC <small>Insert Company Name above</small>
2b.	Or I am an individual and my name is:	<small>if an individual, insert your name above</small>
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.	<input checked="" type="checkbox"/>	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.	<input type="checkbox"/>		
4c.	<input type="checkbox"/>	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.	<input type="checkbox"/>	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.	<input checked="" type="checkbox"/>	Contractor is a Connecticut corporation, partnership, limited liability company or sole proprietorship and its Connecticut Secretary of the State Business ID #:	0780754
			Insert State Registration # above
6b.	<input type="checkbox"/>	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.	<input type="checkbox"/>	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	None			
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	Robert Herrington	None	Tree Service contract	
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 Herrington & Sons Tree Specialists LLC	5 Bassett St., Apt 5, West Haven,	
2		

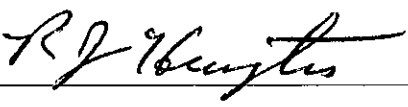
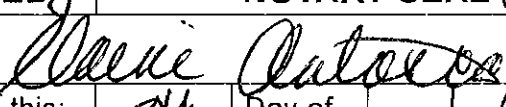
10. The following persons and/or entities possess an ownership interest in the Contractor. If the Contractor is a corporation, list the names of each stockholder whose shares exceed twenty-five (25) percent of the outstanding stock. If none, state none. Use additional sheet if necessary (must be on company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

	Name	Title	% of Ownership	DOB
1	Robert Herrington	Managing Member	100%	
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):

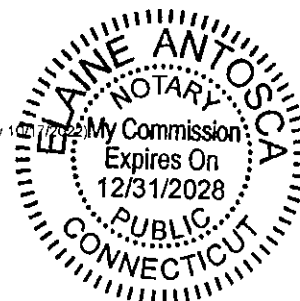
	TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1	Herrington & Sons Tree Specialists LLC	Connecticut	West Haven, CT
2			

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:			
		Robert Herrington (Managing Member)	
THIS FORM MUST BE NOTARIZED		NOTARY SEAL (if available)	
Signature of Notary:			
Subscribed and sworn to, before me on this:		8 th Day of	July 20 ²⁴
My Commission Expires:		12/31/2028	

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.)





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/08/2024

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

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

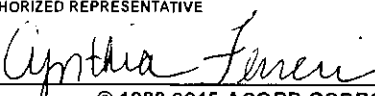
PRODUCER Corporate Risk Solutions P.O. Box 823 Southington, CT 06489 License #: 1043303	CONTACT NAME: Mario Ferreri PHONE (A/C, No, Ext): (860)426-1080 E-MAIL ADDRESS: processingteam@underwritingpros.com FAX (A/C, No): (860)426-1999
	INSURER(S) AFFORDING COVERAGE
INSURED HERRINGTON & SONS TREE SPECIALIST LLC C/O CARLA MORGILLO 5 BASSETT STREET, APT A-5 WEST HAVEN, CT 06516	INSURER A: WESTERN WORLD INSURANCE COMPANY INC
	INSURER B: Progressive Casualty Insurance Company
	INSURER C: Evanston Insurance Company
	INSURER D: The Hartford Financial Services Group, Inc.,
	INSURER E:
	INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 0000626-1968795 **REVISION NUMBER:** 83

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Blanket WOS GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y Y	NPP8917671	07/08/2024	07/08/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		00818077	07/04/2024	07/04/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		XOBW9714223	07/08/2024	07/08/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 Prod-Compl \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	OW74109A	10/24/2023	10/24/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 City of West Haven is an additional insured.

CERTIFICATE HOLDER City of West Haven 355 Main Street WEST HAVEN, CT 06516	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  (MJF)

RFP# 2024-21
Tree Services

BID FORM

TOTAL BID PRICE (LUMP SUM): \$ 103,200.00


COMPANY NAME: Herrington & Sons Tree Specialists LLC

CONTACT PERSON: Robert Herrington

ADDRESS: 5 Bassett St., Apt 5, West Haven, CT

PHONE NUMBER: 860-510-3000

EMAIL: inotrees@gmail.com

SIGNATURE: 

DATE: July 8, 2024

Herrington & Sons Tree Specialists, LLC

City of West Haven – Tree Services ITB #2024-21

Rate Sheet

Lump Sum bid based on 120 days worked (3 days a week for 10 months) \$103,200.00

	Per Hour Rate
Standard 2-worker crew Includes: Bucket truck, chipper and necessary saws and tools.	\$107.50
Extra worker (when approved by City officials.	\$65.00
Overtime Rate Standard Crew	\$161.25
Emergency call rate	\$161.25
Stump Machine Rate (Including crew)	\$107.50

Debris Disposal

The City of West Haven will be responsible for providing a location to safely dispose of wood chips, wood and other debris resulting from work performed under this contract.

Traffic Control

The City of West Haven will be responsible for the cost of extra duty Police to provide traffic control when necessary.

Executive Summary RFP 2024-21

Herrington & Sons Tree Specialists, LLC - Proposal for Tree Services for the City of West Haven.

Introduction: Herrington & Sons Tree Specialists, LLC is pleased to submit this bid proposal to the City of West Haven for the provision of comprehensive tree services, including pruning, tree removal, brush removal, stump grinding, and other related tasks. With a longstanding relationship spanning over 20 years with the City of West Haven, Herrington & Sons Tree Specialists LLC is uniquely positioned to continue delivering exceptional and reliable tree care services.

Company Overview: Herrington & Sons Tree Specialists LLC is a locally-owned and operated business led by Bob Herrington, a licensed Arborist with over 42 years of experience in the tree care industry. Our company has built a reputation for professionalism, expertise, and commitment to customer satisfaction. We pride ourselves on providing high-quality services at a fair price, ensuring the health and safety of the town's trees and landscapes.

Services Offered

- **Pruning:** Expert pruning services to maintain tree health, aesthetics, and safety.
- **Tree Removal:** Safe and efficient removal of trees, including hazardous and large trees.
- **Brush Removal:** Comprehensive brush clearing to maintain clean and safe environments.
- **Stump Grinding:** Effective stump grinding services to prevent regrowth and improve site aesthetics.
- **Emergency Tree Services:** 24-hour on-call services with a guaranteed 2-hour response time for emergency situations.

Commitment to the City of West Haven: Herrington & Sons Tree Specialists LLC is dedicated to continuing our long-standing tradition of excellent service to the city of West Haven. Our extensive experience working in the area has provided us with invaluable knowledge of the local tree species and specific environmental conditions. This familiarity, combined with our commitment to rapid response times and high-quality workmanship, ensures that we can meet the town's needs effectively and efficiently.

Conclusion: We believe that Herrington & Sons Tree Specialists LLC is the ideal partner for the City of West Haven's tree service needs. Our extensive experience, professional qualifications, and unwavering commitment to customer satisfaction make us the best choice for this contract. We look forward to the opportunity to continue serving the City of West Haven and maintaining the beauty and safety of its natural environment.

Vendor Information and References

Name: Herrington & Sons Tree Specialists, LLC

Address: 5 Bassett St., A-5, West Haven, CT 06516

Email: inotrees@gmail.com

Phone #: 860-510-3000

Managing Member: Robert (Bob) Herrington

Year Organized: 2004

Arborist License #: S-4847

Business License #: 0780754

References:

Ed Hammond, Retired Arborist, 203-483-1129

John Westerman, Retired Arborist, 203-876-0666

Michael Lipsett, Former Tree Warden, City of West Haven, 203-931-7378

Herrington & Sons Tree Specialists, LLC

Project Approach Plan for Tree Service Contract with the City of West Haven, CT

Background

Our company has been providing tree services to the City of West Haven for the past 20 years. With our extensive experience and proven track record, we are well-equipped to continue delivering high-quality tree removal, tree pruning, brush removal and trimming, stump grinding, and other related services.

Objective

The objective of this project approach plan is to outline the methodology, processes, and resources that will be utilized to successfully fulfill the tree service contract with the City of West Haven. Our goal is to ensure the safety, health, and aesthetics of the city's trees and green spaces while maintaining operational efficiency and cost-effectiveness.

Scope of Work

Tree Removal

- Identification of dead, diseased, or hazardous trees
- Safe and efficient removal of trees
- Disposal of tree debris in compliance with environmental regulations

Tree Pruning

- Assessment of trees to determine pruning needs
- Removal of dead or diseased branches to improve tree health
- Pruning to ensure public safety and clearance from structures and utilities

Brush Removal and Trimming

- Clearing of brush and overgrown vegetation
- Trimming of bushes and shrubs for aesthetic appeal and safety
- Proper disposal of brush materials

Stump Grinding

- Grinding of tree stumps to below ground level
- Filling and leveling of stump holes
- Disposal of stump grindings

Herrington & Sons Tree Specialists, LLC

Related Activities

- Emergency tree services (24-hour on-call services with a 2-hour response time)
- Tree health assessments and recommendations
- Public education and community outreach on tree care

Project Approach

Planning and Assessment

- Coordinate a comprehensive assessment of the city's trees and green spaces to prioritize tasks
- Coordinate with city officials to ensure alignment with city regulations and community needs

Resource Allocation

- Deploy skilled arborists and tree care specialists with appropriate certifications
- Utilize specialized equipment and tools to ensure efficiency and safety
- Allocate necessary resources for emergency response and unexpected tasks

Execution

- Implement the project plan with strict adherence to safety protocols
- Perform tree services with minimal disruption to the community
- Monitor progress and make adjustments as needed to stay on schedule and within budget

Quality Control

- Conduct regular inspections to ensure work meets industry standards and client expectations
- Address any issues or concerns promptly
- Maintain detailed records of all work performed for transparency and accountability

Communication and Reporting

- Maintain open lines of communication with city officials and the community
- Provide regular updates on project status and any changes to the plan

Herrington & Sons Tree Specialists, LLC

Risk Management

Identifying Risks

- Potential risks include weather-related delays, equipment malfunctions, and unforeseen hazards

Mitigating Risks

- Develop contingency plans for weather delays and equipment issues
- Conduct thorough site assessments to identify and mitigate hazards before work begins
- Train staff in emergency response procedures

Sustainability and Environmental Considerations

Sustainable Practices

- Use eco-friendly equipment and practices wherever possible
- Recycle and repurpose tree debris and brush materials
- Promote tree planting and green space enhancement

Environmental Compliance

- Adhere to all local, state, and federal environmental regulations
- Ensure proper disposal of all waste materials

Conclusion

Our company is committed to continuing our long-standing relationship with the City of West Haven by providing exceptional tree services. With our extensive experience, skilled team, and strategic approach, we are confident in our ability to deliver high-quality results that meet the city's needs and exceed expectations.

We look forward to the opportunity to continue serving the City of West Haven and contributing to the beauty and safety of its green spaces.

Herrington & Sons Tree Specialists, LLC

Response Capability Plan for 24-Hour On-Call Tree Services

Our company has been a trusted provider of tree services for the City of West Haven for the past 20 years. Throughout this period, we have consistently demonstrated our ability to respond promptly to emergency calls from police dispatch or the public works department, always meeting the required 2-hour response time.

Our company's proven track record, dedicated on-call teams, and robust response protocols ensure that we are fully capable of providing 24-hour on-call tree services with a guaranteed 2-hour response time. We are committed to continuing our exemplary service to the City of West Haven and maintaining the safety and beauty of its green spaces.

We look forward to the opportunity to continue serving the City of West Haven with the same level of dedication and professionalism that we have demonstrated over the past two decades.

Herrington & Sons Tree Specialists, LLC

List of Key Personnel

Robert Herrington, Licensed Arborist #S-4847, Owner with 42 years of experience in the tree service industry.

Kenneth Johnson, Licensed Arborist #62466, Tree worker with 40 years of experience.

Robert Bonner, Tree worker/Bucket Truck operator, 30 years of experience in tree maintenance.

Teddy Lucero, Tree worker/Bucket Truck operator, 30 years of experience in tree work.

Jose Lima, Tree worker with 10 years of experience in tree work.

Paolo Cardoso, Bucket truck operator and tree worker with 20 years of experience in tree work.

Jeff Harris, Licensed Arborist #62758, 45 years of experience and available as a Consulting Arborist.

Herrington & Sons Tree Specialists, LLC

List of Equipment to be use in this contract

1. 60' Aerial Lift (Bucket Truck), mounted on a International 4900 truck.
2. 65' Aerial Lift (Bucket Truck), mounted on a Ford F750 truck.
3. Brush Bandit 250XP, Wood Chipper
4. Woodchuck WC1900, Wood Chipper
5. Carlton Model 7015 Stump Grinder
6. Cams Trailer
7. Log Loader w/trash grapple & 40 yard box on a Chevy C7500 truck.
8. Log Loader w/chip box, on a International truck.

Businesses

Sort by: Business Name ▾

US-CT.BER:0780754

ACTIVE

HERRINGTON & SONS TREE SPECIALISTS, LLC

5 BASSETT STREET APT A-5, WEST HAVEN, CT, 06516, United States

Principal(s)

ROBERT D. HERRINGTON

MICHAEL HERRINGTON

ERIC HERRINGTON

Agent

BORRUSO & COMPANY, P.C.



Herrington & Sons

Tree Specialists, LLC

430 Island Lane, West Haven, CT 06516
860-510-3000

Equal Employment Opportunity Policy

Herrington & Sons Tree Specialists is an equal opportunity employer. In accordance with anti-discrimination law, it is the purpose of this policy to effectuate these principles and mandates. Herrington & Sons Tree Specialists, prohibits discrimination and harassment of any type and affords equal employment opportunities to employees and applicants without regard to race, color, religion, sex, age, national origin, protected veteran status, or any other characteristic protected by law. Herrington & Sons Tree Specialists, conforms to the spirit as well as to the letter of all applicable laws and regulations.

The policy of equal employment opportunity (EEO) and anti-discrimination applies to all aspects of the relationship between Herrington & Sons Tree Specialists and its employees, including:

- Recruitment.
- Employment.
- Promotion.
- Transfer.
- Training.
- Working conditions.
- Wages and salary administration.
- Employee benefits and application of policies.

BID PREFERENCE FOR LOCAL VENDOR

As of 5/22/1995 an ordinance amending Chapter 42, Section 42-8 RE: Purchasing procedures was passed by the City Council. Section 42-8B (2) was replaced by Sec. 42-8B. This ordinance will be in effect as of June 22, 1995. The ordinance may be obtained by visiting the City Website at WWW.Cityofwesthaven.com

Any vendor meeting the requirements of this ordinance must fill out and sign a local vendor form. Failure to fill out and sign this form, will result in disqualification as a local vendor and the vendor will be ineligible to be awarded a contract with the City of West Haven.

The vendor must have a Bona fide address, PO Boxes will not be acceptable.

Company Name: Herrington & Sons Tree Specialists, LLC

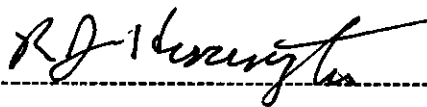
Company Address: 5 Bassett Street, Apt 5, West Haven, CT 06516

Phone #: 860-510-3000

Years in Business: 20 years

Years Business located in West Haven: 20 years

Type of Business: Tree Care

 7/8/24

Robert Herrington, Owner
Licensed Arborist

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 67111832

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Cynthia Ann Ferreri

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Herrington & Sons Tree Specialist LLC

Obligee: City of West Haven

Amount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

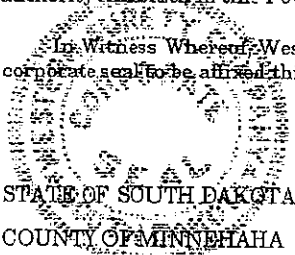
"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

If Bond No. 67111832 is not issued on or before midnight of October 7th, 2024, all authority conferred in this Power of Attorney shall expire and terminate.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Larry Kasten, and its corporate seal to be affixed this 9th day of July, 2024.

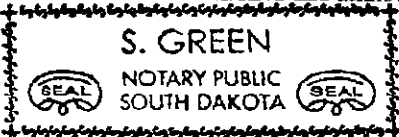


STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

WESTERN SURETY COMPANY

Larry Kasten
Larry Kasten, Vice President

On this 9th day of July, in the year 2024, before me, a notary public, personally appeared Larry Kasten, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



My Commission Expires February 12, 2027

S. Green
Notary Public - South Dakota

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 9th day of July, 2024.

WESTERN SURETY COMPANY

Larry Kasten
Larry Kasten, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

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

Robert Herrington

(signature)

Bidder's Representative, Duly Authorized

Robert Herrington

Name of Bidder's Authorized Representative

Managing Member

Title of Bidder's Authorized Representative

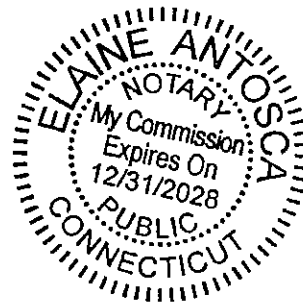
Subscribed and sworn to before me this

8th day of *July*, 202*1*

Elaine Antosca

Notary Public

My Commission Expires: *12/31/2028*



Organization Name	Address	Type of Ownership
1 Herrington & Sons Tree Specialists LLC	5 Bassett St., Apt 5, West Haven,	
2		

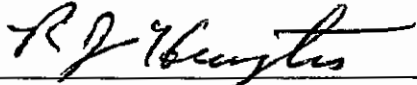
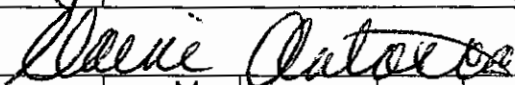
10. The following persons and/or entities possess an ownership interest in the Contractor. If the Contractor is a corporation, list the names of each stockholder whose shares exceed twenty-five (25) percent of the outstanding stock. If none, state none. Use additional sheet if necessary (must be on company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

Name	Title	% of Ownership	DOB
1 Robert Herrington	Managing Member	100%	
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 Herrington & Sons Tree Specialists LLC	Connecticut	West Haven, CT
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:			
		Robert Herrington (Managing Member)	
THIS FORM MUST BE NOTARIZED		NOTARY SEAL (if available)	
Signature of Notary:			
Subscribed and sworn to, before me on this:		8 th Day of	July 20-24
My Commission Expires:		12/31/2028	

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. 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.

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 #: **0780754**
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	None			
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	Robert Herrington	None	Tree Service contract	
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):

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:	Herrington & Sons Tree Specialists LLC
Address:	5 Bassett St., Apt 5, West Haven, CT 06516
Telephone and/or Fax #:	860-510-3000
Email Address:	inotrees@gmail.com
Contact Person:	Robert Herrington

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,	Robet Herrington	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	Herrington & Sons Tree Specialists, LLC	
		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.		



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/08/2024

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

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

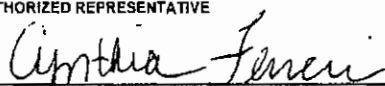
PRODUCER Corporate Risk Solutions P.O. Box 823 Southington, CT 06489 License #: 1043303	CONTACT NAME: Mario Ferreri	PHONE (A/C, No, Ext): (860)426-1080	FAX (A/C, No): (860)426-1999
	E-MAIL ADDRESS: processingteam@underwritingpros.com		INSURER(S) AFFORDING COVERAGE
INSURED HERRINGTON & SONS TREE SPECIALIST LLC C/O CARLA MORGILLO 5 BASSETT STREET, APT A-5 WEST HAVEN, CT 06516	INSURER A: WESTERN WORLD INSURANCE COMPANY INC		
	INSURER B: Progressive Casualty Insurance Company		
	INSURER C: Evanston Insurance Company		
	INSURER D: The Hartford Financial Services Group, Inc.,		
	INSURER E:		

COVERAGES CERTIFICATE NUMBER: 0000626-1968795 REVISION NUMBER: 83

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Blanket WOS GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y Y	NPP8917671	07/08/2024	07/08/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>		00818077	07/04/2024	07/04/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PRDPERY DAMAGE (Per accident) \$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTIONS \$ 10,000		XOBW9714223	07/08/2024	07/08/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 Prod-Compl \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) <input type="checkbox"/> Y/N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below		OW74109A	10/24/2023	10/24/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of West Haven is an additional insured.

CERTIFICATE HOLDER City of West Haven 355 Main Street WEST HAVEN, CT 06516	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  (MJF)



Office of the Finance Director

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

MARB Contract Form

Contract Name/PO	New Lift for Public Works			
City Agency	Public Works			
Vendor Utilized	Mohawk Lifts			
Address	P.O. Box 110			
City, State, Zip	Amersterdam, NY 12010			
Procurement Process	<input type="checkbox"/> Bid/RFP [Enter the Bid No] <input checked="" type="checkbox"/> State Contract [22PSX00228] <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				
Quote No('s) if applicable	WestHavenVR50.4.1.24			
Source of Funds	LOCIP 156-20-70 PW Complex Improvements			
Quantity	0.00	Price Per:	\$0.00	Total Purchase Price \$176,305.27
Purpose of Transaction (Please give a detailed explanation for the purpose of the transaction. This should not be one / two sentences.)	Replace current lift truck which cannot be repaired.			
Department Submission [Name and Title]	Robert A. Orifice Sr., Fleet Superintendent			
Finance Review and Submission [Name and Title]	Kathy Chambers, MBA, MPA, Senior Buyer, Procurement Analyst			

MOHAWK LIFTS

Vendor: **MOHAWK LIFTS LLC**
 PO Box 110, Amsterdam, NY 12010
 Phone: 800-833-2006 Fax: 518-842-1289
 Contact: #N/A
 Email: #N/A



For purchase of Mohawk equipment using:

Connecticut State Contract #
CW7258 #22PSX0228
Valid: 05/24/2023 - 03/31/2028

All quoted equipment has been Competitively Bid and Awarded and is Guaranteed Best Government Pricing. Freight Included @ No Charge.

CUSTOMER
Rob Orifice City West Haven 1 Collis Street, West Haven, CT 06516 203-996-0824 rorifice@westhaven-ct.gov

QUOTE NUMBER	QUOTE DATE
WestHavenVR50.4.1.24	6/18/2024
Freight Terms:	FOB Destination, Freight Prepaid
Payment Terms:	Net 45
Lead Time:	Model Dependent
Good Through:	July 3, 2024

Part Number	Description	Qty	List Price	Purchase Price	Total
V-050-A-30S	Vertical Rise Drive-On Lift 50000lb x 30' (Surface Mounted)	1	\$ 155,830.00	\$ 129,913.01	\$ 129,913.01
V-000-A-264	Rolling Jack - 26,400lbs (for 35-64K Lifts)	2	\$ 13,950.00	\$ 11,629.89	\$ 23,259.79
V-502-A-101	"U" Shaped Rolling Jack Rail (3' Increments) (for 35-64K Lifts)	10	\$ 365.00	\$ 304.29	\$ 3,042.95
V-403-A-600	Track Lights (24V) - 6 LED Lights - up to 30' Track (for 35-64K Lifts)	1	\$ 4,035.00	\$ 3,363.92	\$ 3,363.92
V-502-A-170	Air Kit (Set of 2 Fittings) (for 35-64K Lifts)	1	\$ 600.00	\$ 500.21	\$ 500.21
602-109-001	T6-2 Cross Beam Adapter 13K	1	N/A	\$ 3,002.40	\$ 3,002.40
602-109-007	LB Twin-Lift Adapter/Differential Beam	1	N/A	\$ 473.00	\$ 473.00
installation	Installation (Bolt Down & Training)	1	\$ 12,750.00	\$ 12,750.00	\$ 12,750.00

*After Receipt of Completed Order - When applicable, includes signed quote, data sheets and receipt of required payment	SUBTOTAL	\$ 176,305.27
	Sales Tax (if applicable)	Add if Applic.
	Credit Card Fee**	
	TOTAL	\$ 176,305.27

NOTES: Vertical Rise Lift #2 for City of West Haven

TERMS AND CONDITIONS

- 1) This order is subject to the Terms and Conditions of Connecticut State Contract #CW7258 #22PSX0228
- 2) A fork truck must be supplied at the offload site to unload the equipment from the freight carrier and, if applicable, for installation.
- 3) The Customer is responsible for inspecting all Products at the time of delivery and before signing the delivery receipt, freight bill, or bill of lading. Should the customer determine at the time of delivery that any items are damaged or missing the Customer must note the item, discrepancy, or condition on the delivery receipt, freight bill, or bill of lading. Mohawk is not responsible for missing or damaged products when the Customer has signed the delivery receipt, freight bill, or bill of lading in good condition. If equipment is refused at time of delivery or returned as undeliverable, shipping costs and restocking fees may apply. Standard commercial packaging applies.
- 4) Quoted installation does not include electrical hook-up or any concrete work which may be required. Electrical and any concrete work that may be required must be performed prior to installer's appointment date.
- 5) Quoted Installation does not include any unforeseen circumstances such as plumbing, electrical, in floor heat, rebar, steel structures, drain, or drain slopes in the existing floor. Installation price is subject to change if the lift is unable to be installed at the time of scheduled appointment, if the shop condition is not ready for installation (lack of adequate concrete, no electrical service, etc), or any other condition which would require additional return trips by the installer.
- 6) Price does not include Sales tax (unless applicable), duties, brokerage, or any other fees. Down Payments are Non-refundable.
- 7) Any and all permits, licenses, fees, etc. are the Customers' responsibility.
- 8) If installation cannot be performed at the time of delivery, then equipment must be paid within terms specified from invoice date. Installation charge to be paid when service is performed.

DUNS: 117797939 / CAGE CODE: 8VDK6 / UEI: F9QME4G11RT5 / FEIN: 85-3221959 / SMALL BUSINESS SAM REGISTERED

Quote# WestHavenVR50.4.1.24

v7.25.23

To place your order using this quotation, please fill in the following required information:

BILLING INFORMATION

SHIPPING INFORMATION

Same as Billing

Name: _____

Name: _____

Address: _____

Address: _____

Contact: _____

Contact: _____

Phone: _____

Phone: _____

Email: _____

Email: _____

Delivery Hours/Instructions: _____

Acknowledged and Accepted by:

Authorized Buyers Name (PRINT)

Authorized Buyers Signature

Title

Date

Phone

Email

Remit orders to:

MOHAWK LIFTS LLC
PO Box 110, Amsterdam, NY 12010

ORDERS@MOHAWKLIFTS.COM

BUY ONCE. BUY RIGHT. BUY A MOHAWK!

Contract Summary

General Information

Contract Number 22PSX0228
Issue Date May 24, 2023
Organization State of CT - DAS Procurement
Status Active
Multi Contractor Contract Yes
Title NASPO-Vehicle Lifts and Garage Associated Equipment
Description NASPO-Vehicle Lifts and Garage Associated Equipment
Contract Administrator Michael Baczewski
Email Address Michael.Baczewski@ct.gov
Request Number
Solicitation Number
Enable Contract as Round Trip No
P-Card Accepted No

Commodity

Code	Description
21000000	Farming and Fishing and Forestry and Wildlife Machinery and Accessories
24000000	Material Handling and Conditioning and Storage Machinery and their Accessories and Supplies

Contractors

Name		Vehicle Service Group LLC	
Contact Type	Contact Name	Contact Email	Contact Phone
Main Contact	Tammy Boldery		800-445-5438

Name		Mohawk Lifts LLC	
Contact Type	Contact Name	Contact Email	Contact Phone
Main Contact	Steven Perlstein		5188421431

Pricing Information

Contract Type DAS Contract
Pricing Type Fixed Price
Total Value Condition Estimate
Total Value(USD) 1,000,000.00
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) 1,000,000.00
Value to Go(%) 100.00
Payment Terms Net 45 Days
Payment Notes
Delivery Terms Free On Board Destination
Delivery Notes
Other Notes

Contract Period

Award Date June 01, 2023
Effective Date June 01, 2023
Amendment Effective Date April 03, 2024
Expiration Date March 31, 2028
Potential Final Expiration Date March 31, 2028

Custom Fields

Contract Additional Information

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

Amendments

Field Title	Field Description
Amendment 1	Amendment 1 issued on 6/23/2023 to add Vehicle Service Group LLC to contract.
Amendment 2	Amendment 2 issued to update the Contract Administrator to Michael Baczewski.

Contract Clauses

No Clause(s) found

Catalog Names

No catalog(s) found

Document(s)

Document Name	Upload Date
22PSX0228 CA.pdf	June 23, 2023

Administrative Document(s)

No Documents Found

Authorization

State of CT - DAS Procurement
Executive Branch
Connecticut State Library
Andover, Town of
Developmental Services West
Early Childhood, Office of
Education, Dept. of
Energy & Environmental Protection
Insurance, Dept. of
Mental Health & Addiction Services
Policy & Management, Office of
Rehabilitation Services, Dept. of
Social Services, Dept. of
Constitutional Office
DAS Property Acquisition
DAS Real Property Sales
Developmental Services South
DAS Property Management
Education & Services for the Blind
Agriculture, Dept. of
Charter Oak State College
Connecticut State University System
Criminal Justice, Division of
State Contracting Standards Board
Governor, Office of the
Insurance & Risk Management
Medical Examiner, Office of Chief
State Ethics, Office of
Central Connecticut State Univ.
Eastern Connecticut State Univ.
Quinebaug Valley Comm. College
Three Rivers Comm. College
UConn Health Center
Comptroller, Office of State
CT Teachers' Retirement Board
DOT - Purchasing
Protection & Advocacy, Office of
Workforce Competitiveness Office Of
Manchester Community College
Naugatuck Valley Comm. College
Norwalk Community College
Colleges & Universities
Connecticut Port Authority
Connecticut Science & Exploration
Connecticut Green Bank
Boards, Commissions and Councils
Connecticut Siting Council
CT Retirement Security Authority
Fire Prevention & Control

DAS Construction Services
Children and Families, Dept. of
Correction, Dept. of
Developmental Services North
Developmental Services Central
Economic and Community Development
Emergency Serv. & Public Protection
Housing, Dept. of
Labor, Dept. of
Military Department
Public Health, Dept. of
Revenue Services, Dept. of
Connecticut Library Consortium
Quasi Public State Agencies
DAS Leasing
Developmental Services, Dept. of
DDS Provider Contracts
Aging & Disability Services
Agricultural Experiment Station
Auditors of Public Accounts
Commission On Human Rights
Consumer Council, Office of
Governmental Accountability
Victim Advocate, Office of
Higher Education, Dept. of
Lieutenant Governor, Office of the
Motor Vehicles, Dept. of
Capital Community College
CT State Colleges & Universities
Housatonic Community College
Southern Connecticut State Univ.
University of Connecticut
Western Connecticut State Univ.
Treasurer, Office of State
Transportation, Dept. of
Veterans' Affairs, Dept. of
Ansonia Housing Authority
Gateway Community College
Middlesex Community College
Northwestern CT Comm. College
Tunxis Community College
Secretary of the State
Connecticut Lottery Corporation
Connecticut Development Authority
Regional Water Authority
Developmental Disabilities
Consumer Protection, Dept. of
Elections Enforcement Commission
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
Public Health Workforce Development
Regional School District No. 10
Harriet Beecher Stowe Center
Elm City Montessori School
Griffin Hospital
Stamford Museum & Nature Center
Watertown Board of Education
Perception Programs
Windham Region No Freeze Project
Prospect Fire Department
CT Institute for the Blind Oak Hill
Boys & Girls Club of Greenwich
Bridges Healthcare Inc
Integrated Day Charter School
Regional School District No. 4
Montville Housing Authority
Greater Dwight Development Corp
Harwinton, Town of
CSDE - Child Nutrition
New London Housing Authority
Coventry Housing Authority
YWCA Hartford Region
Stamford Urban Redevelopment Commis
Montville Board of Education
New London Homeless Hospitality Cen
Killingworth, Town of
East Windsor Public Schools
Goodwin Univ Educational Services
Naugatuck Housing Authority
Winchester Housing Authority
OSC Procurement
DOT - Engineering & Construction
Family Centers Inc.
Mercy Housing and Shelter Corp
Connecticut Public Broadcasting
Ascentria Care Alliance

Griswold Housing Authority
Thames River Community Service Inc
Stafford Public Schools
Regional School District No. 16
Watertown, Town of
Pomfret Community School
CT Housing Partners
MDA - MIRA Dissolution Authority
Ashford Housing Authority
New Reach Inc.
Community Solutions Inc
West Hartford Housing Authority
Redding, Town of
Sheldon Oak Central Inc
Elderly Housing Management Inc
Southeastern Ct Water Authority
New Samaritan Parkville
Southington Housing Authority
Windsor Housing Authority
Housing Authority
Estuary Council of Seniors Inc
CJIS-CT
Woodstock Public Schools
Bridgewater, Town of
DEEP - COUNCIL SOIL WATER CONSERVAT
Naugatuck Valley Health District
Preston Parks & Recreation
DPH Firearm Injury Prevention
North Central Conservation District
Bethel Housing Authority
Bristol Housing Authority
Derby Water Pollution Control Auth
ConnCORP LLC
TEEG
Elm City Communities - Housing Auth
Colchester Board of Education
Lutheran Services Association



Office of the Finance Director

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

MARB Contract Form

Contract Name/PO	Purchase of bucket truck for replacement of #175WN			
City Agency	Public Works			
Vendor Utilized	National Auto Fleet Group			
Address	490 Auto Center Drive			
City, State, Zip	Watsonville, CA 95076			
Procurement Process	<input type="checkbox"/> Bid/RFP [Enter the Bid No] <input type="checkbox"/> State Contract [Enter Contract #] <input checked="" type="checkbox"/> Cooperative Agreement [Sourcewell Contract 032824-NAF] <input type="checkbox"/> Sole Source <input type="checkbox"/> Other Source []			
No of Bid/RFP Respondents	Two quotes received from National Auto Group for two different vehicles/style. The first was \$162,078 (Chevy 6500) and the second was \$148,043 (Ram 5500).			
Quote No('s) if applicable	#2938HD			
Source of Funds	City Capital			
Quantity	0.00	Price Per:	\$0.00	Total Purchase Price \$148,043
Purpose of Transaction (Please give a detailed explanation for the purpose of the transaction. This should not be one / two sentences.	This is for the replacement of the City current bucket truck. The current bucket truck is in bad shape and continues to be serviced for more than it is worth. In addition, the truck has a Chinese boom that no vendor supports for parts so if it goes down, the City will not have a truck in operation. This truck is a vital tool to our sign department and the Police for traffic lighting.			
Department Submission [Name and Title]	Robert A. Orifice Sr., Fleet Superintendent			
Finance Review and Submission [Name and Title]	Kathy Chambers, MBA, MPA, Senior Buyer, Procurement Analyst			

FY23-24 BUDGET - CAPITAL REQUEST

Owner	Project Name	Description/Reason	Funding Source	FY24	FY25	FY26	FY27	FY28
Public Works	DPW Vehicle - Heavy Duty	119WN - 2008 International Dump 7400SD #8	Bonding	\$ -	\$ -	\$ -	\$ 245,000	
Public Works	DPW Vehicle - Heavy Duty	146WN - 2011 Elgin Sweeper (Pelican) NP - PW	Bonding	\$ -	\$ 400,000	\$ -	\$ -	
Public Works	DPW Vehicle - Heavy Duty	152WN - 2011 Doosan Loader (DI250) - PW	Bonding	\$ -	\$ -	\$ 445,000	\$ -	
Public Works	DPW Vehicle - Heavy Duty	109WN - 2001 Volvo Dump -PW Tandem axle	Bonding	\$ -	\$ -	\$ 350,000	\$ -	
Public Works	DPW Vehicle - Heavy Duty	244WN - 2012 Pickup w/Plow - PARKS	Bonding	\$ -	\$ 85,000	\$ -	\$ -	
Public Works	DPW Vehicle - Heavy Duty	163WN - 2000 Sterling VAC Truck (LT7501) - PW	Bonding	\$ -	\$ -	\$ 500,000	\$ -	
Public Works	DPW Vehicle - Heavy Duty	201WN - 2005 International Dump #7- PW	Bonding	\$ -	\$ -	\$ -	\$ 245,000	
Public Works	DPW Vehicle - Heavy Duty	226WN - 2006 Case 580 SM Backhoe - PW	Bonding	\$ -	\$ 185,000	\$ -	\$ -	
Public Works	DPW Vehicle - Heavy Duty	220WN - 2005 F-350 DRW DUMP-SAND-PLOW	Bonding	\$ 130,000	\$ -	\$ -	\$ -	
Public Works	DPW Vehicle - Heavy Duty	2007 John Deere Tractor 2520w/cab-blower-load	Bonding	\$ -	\$ 175,000	\$ -	\$ -	
Public Works	DPW Vehicle - Heavy Duty	180WN - 2001 GMC 6500 Utility	Bonding	\$ -	\$ -	\$ -	\$ 80,000	
Public Works	DPW Vehicle - Heavy Duty	HWY18 - 2002 Freightliner Refuse	Bonding	\$ 185,000	\$ -	\$ -	\$ -	
Public Works	DPW Vehicle - Heavy Duty	HWY23- 2001 Volvo Dump	Bonding	\$ 250,000	\$ -	\$ -	\$ -	
Public Works	DPW Vehicle - Heavy Duty	162WN- Senior Bus	Bonding	\$ -	\$ -	\$ 135,000	\$ -	
Public Works	DPW Vehicle- Heavy Duty	175WN - Bucket Truck	Bonding	\$ 165,000	\$ -	\$ -	\$ -	
Public Works	DPW Vehicle - Heavy Duty	(NEW)- Heavy Duty 24TON Constr. Trailer	Bonding	\$ -	\$ 65,000	\$ -	\$ -	
Public Works	DPW Vehicle - Light Duty	165WN - 2012 F250 Pickup w/ Plow	Bonding	\$ 250,000	\$ 85,000	\$ -	\$ -	
Public Works	DPW Vehicle - Light Duty	170WN - 2012 F250 Pickup	Bonding	\$ -	\$ 85,000	\$ -	\$ -	
Public Works	DPW Vehicle - Light Duty	173WN - 2012 F350 Dump/Sander/Plow 4x4	Bonding	\$ -	\$ 130,000	\$ -	\$ -	
Public Works	DPW Vehicle - Light Duty	3WN - 2016 Ford Explorer - Supervisor	Bonding	\$ 30,000	\$ -	\$ -	\$ -	
Public Works	DPW Vehicle - Light Duty	4WN - 2013 Ford Explorer - Supervisor	Bonding	\$ 30,000	\$ -	\$ -	\$ -	
Public Works	DPW Vehicle - Light Duty	6WN - 2017 Explorer-Supervisor	Bonding	\$ 30,000	\$ -	\$ -	\$ -	
Public Works	DPW Vehicle - Light Duty	238WN - 2002 Ford Explorer - Pool	Bonding	\$ 45,000	\$ -	\$ -	\$ -	
Public Works	DPW Vehicle - Light Duty	176WN - 2012 F350 Dump/Sander/Plow	Bonding	\$ -	\$ 130,000	\$ -	\$ -	
Public Works	DPW Vehicle - Light Duty	211WN - 2008 F250 Pickup w/Plow	Bonding	\$ 75,000	\$ -	\$ -	\$ -	
Public Works	DPW Vehicle - Light Duty	65WN - 2004 F250 Pickup w/Plow/Liftgate	Bonding	\$ 75,000	\$ -	\$ -	\$ -	
Public Works	DPW Vehicle - Light Duty	164WN - 1999 F550 Flatbed 4X4	Bonding	\$ -	\$ 100,000	\$ -	\$ -	
Public Works	DPW Vehicle - Light Duty	69WN - 2004 F-250 Pickup w/ Plow	Bonding	\$ -	\$ 60,000	\$ -	\$ -	
Public Works	DPW Vehicle - Light Duty	10WN- 2009 F-150 Pickup	Bonding	\$ -	\$ -	\$ 45,000	\$ -	
Public Works	DPW EQUIPMENT	John Deere 6120 Tractor 114WN - 2004	Bonding	\$ -	\$ -	\$ 200,000	\$ -	
Public Works	DPW EQUIPMENT	Barber Surf Rake	Bonding	\$ -	\$ -	\$ 225,000	\$ -	
Public Works	DPW EQUIPMENT	2007 John Deere Tractor 2520w/cab-blower-load	Bonding	\$ -	\$ -	\$ -	\$ 75,000	
Public Works	DPW EQUIPMENT	BAF FANS for PW Garage	Bonding	\$ 100,000	\$ -	\$ -	\$ -	
Public Works	DPW EQUIPMENT	1995 Samsung 130LCM Excavator	Bonding	\$ -	\$ -	\$ -	\$ 375,000	
Public Works	DPW EQUIPMENT	NEW TIRE MACHINE	Bonding	\$ 25,000	\$ -	\$ -	\$ -	
Public Works	DPW Vehicle- Heavy Duty	FLAILER ATTACHMENT FOR LOADER	Bonding	\$ -	\$ 140,000	\$ -	\$ -	
Public Works	DPW Vehicle- Light Duty	62WN- Tree Warden- 1998 Ford F-150 PU	Bonding	\$ 55,000	\$ -	\$ -	\$ -	
Public Works	DPW Vehicle- Heavy Duty	Stump Grinder	Bonding	\$ -	\$ -	\$ 55,000	\$ -	
Public Works	DPW Vehicle- Heavy Duty	Vac Truck 163WN	Bonding	\$ -	\$ -	\$ -	\$ 600,000	
Parks & Recreation	Beach Sand Management	Erosion of beach area	Bonding	\$ 100,000	\$ 150,000	\$ 300,000	\$ 400,000	\$ 400,000



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

7/16/2024

Quote ID#2938HD

Mr. Robert Orifice Sr.

City of West Haven
1 Collin Street
West Haven, CT 06516

Dear Robert Orifice Sr.,

National Auto Fleet Group is pleased to quote the following sourced item(s) for your consideration. One (1) New/Unused (**Ram 5500 4x2 Gas w/SST-36-NE Aerial Device via Custom Truck One Source**) and provided by Mr. Jay Bornstein with Custom Truck One Source, each for:

	Contract Price
Subtotal	\$ 144,343.00
Tax (0.00%)	\$ 0.00
Freight	\$ 3,700.00
Total	\$ 148,043.00

This sourced item(s) is available under the Sourcewell (Formerly Known as NJPA) Contract 032824-NAF. Please reference this Bid Number on all Purchase Orders.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Ben Rodriguez
HD Contract Manager
BEN@NationalAutoFleetGroup.com

Office (855) 289-6572


Fax (831) 480-8497





Versalift SST-36-NE

Ram 5500

Ram 5500 4x2 upfitted with a Versalift SST-36-NE bucket. This vehicle is powered by a 370 hp Ram 6.4L gasoline engine, and gears are shifted via a 6-speed automatic transmission. The FAWR is 6k lbs and the rear is rated at 13.5k lbs. The upfitted Versalift SST-36-NE offers a working height of 40.5 ft and a max side reach of 26.58 ft. The platform is rated at 350 lbs.

 **40' 6"** Working Height

 **26' 6"** Side Reach

 **350 lbs** Platform Capacity

Versalift SST-36-NE

Ram 5500

Item Number(s): 100_03757



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Chassis Specifications

Chassis Make/Model	Ram 5500
Axle Configuration	4x2
Cab Type	Regular
Engine Make/Model	Ram 6.4L OHV
Fuel Type	Gas
Engine Horsepower	370 hp
Transmission Make/Model	Ram 6 Speed AS66RC Automatic
Engine Block Heater	Included
Engine Brake	Not Included
Brakes	Hydraulic
Air Dryer	Not Applicable
Fuel Tank Capacity	52 gal
DEF Tank Capacity	Not Applicable

Axles and Suspension

Front Axle	Ram 7,000 lbs
Front Tires	225/70R 19.5G
Front Suspension	Spring 7,000 lbs
Rear Axle	Ram 13,500 lbs
Rear Axle Configuration	Single Axle
Rear Axle Ratio	4.89
Rear Locking Differential	Not Applicable
Rear Tires	225/70R19.5G
Rear Suspension	Multi Leaf Spring 13,500 lbs
GVWR	18,000 lbs

Cab Features

Heated Mirrors	Included
Power Locks/Windows	Included/Included
Interior	Gray Vinyl
Driver/Passenger Seats	40/20/40
Radio	UConnect
Rear Camera	Included
Cab Color	White

General Safety

Backup Alarm	Included
Fire Extinguisher/First Aid Kit	Included/Included
Strobe Lights	(1) Beacon Strobe

Bucket Specifications

Bucket Make/Model	Versalift SST-36-NE
Working Height	40' 6"
Side Reach	26' 6"
Rotation	Continuous Unrestricted
Hydraulic Oil Reservoir	6 gal
Jib	Not Applicable
Winch	Not Applicable
ANSI Standards	Meets or Exceeds ANSI/SIA A92.2-2015

Boom Specifications

Upper Boom Material	Steel
Lower Boom Material	Steel
Upper Boom Articulation	-14 deg to +74 deg
Lower Boom Articulation	-6 to +90 Degrees
Boom Insulation Rating	0 KV

Platform Specifications

Platform Style/Size	Walk-In 24" x 30" x 42"
Platform Capacity	350 lbs
Platform Liner	Included
Platform Cover	Included

Bucket Controls

Upper Controls	Inside Platform
Lower Controls	Remote Lower Control Box
Hydraulic Controls	Electric/Hydraulic
Auxiliary Hydraulic Let Down w/ Controls	Included
Hydraulic Tool Outlets	Optional
Engine Start/Stop	Included
Engine Throttle Advance	Included

Outriggers

Front Outrigger	Not Applicable
Rear Outrigger	Not Applicable
Outrigger Feet	Not Applicable
Outrigger Pads	Not Applicable
Outrigger Boom Interlock	Not Included
Moving Outrigger Alarm	Not Included

Body Specifications

Body Type	Line Body
Body Length	132"
Body Material	Fiberglass

Body Features

Shelves/Material Hooks	Adjustable Shelves and/or Material Hooks in Compartments
Wheel Chock Storage	(2) Chock Holders Passenger Side
Outrigger Storage	Not Included
Hotstick Storage	Rear Access Door for Hotstick Shelf
Anti-Skid	Compartment Tops, Bed Space, Tail Shelf
Level Indicators	Included
Body Access	Curb Side Body Access
Body Color	White

Trailer and Towing

Tow Hooks	(2) Rear D-Rings
Pintle Hitch	10 Ton
Trailer Receptacle	6 Pin Straight

Available Options - Option pricing NOT included in base price below

Save thousands by having Custom Truck tool-up your vehicle and have it work ready when it leaves the CTOS yard.

\$124,343.00

\$1,897.10/mo

Custom Truck Capital sample 60 month lease payment subject to approval

Versalift SST-36-NE

Ram 5500

Item Number(s): 100_03757



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FOF / REEL TRAILERS



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Email: info@customtruck.com

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https://www.youtube.com/channel/UCOnSDe_yIGbpNF1_UsvIOYw



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

7/16/2024

Quote ID#2937HD

Mr. Robert Orifice Sr.

City of West Haven
1 Collin Street
West Haven, CT 06516

Dear Robert Orifice Sr.,

National Auto Fleet Group is pleased to quote the following sourced item(s) for your consideration. One (1) New/Unused (**Chevy 6500 4x2 Diesel w/SST-36-NE Aerial Device via Custom Truck One Source**) and provided by Mr. Jay Bornstein with Custom Truck One Source, each for:

	Contract Price
Subtotal	\$ 158,378.00
Tax (0.00%)	\$ 0.00
Freight	\$ 3,700.00
Total	\$ 162,078.00

This sourced item(s) is available under the Sourcewell (Formerly Known as NJPA) Contract 032824-NAF. Please reference this Bid Number on all Purchase Orders.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Ben Rodriguez
HD Contract Manager
BEN@NationalAutoFleetGroup.com

Office (855) 289-6572

Fax (831) 480-8497





SST-36-NE Aerial Device

Chevy 6500 4x2 Diesel
Item # 100_04575

CHASSIS SPECS & BODY SPECS

engine
Duramax 6.6L Turbo Diesel
V8 350 HP
HD Dual Batteries
Engine Block Heater
Exhaust Brake

Transmission
Allison 6 Speed Automatic

Brake System
Anti-Lock 4-Wheel Disc Brakes

Fuel Tank(s)
40 Gallon Capacity
Small DEF Tank

Front Axle
Dana Spicer D800-N 8,000 Lbs.
8,000 lbs Multi Leaf Suspension
Tires: 225/70R19.5H

Rear Axle
Dana Spicer S16-130 15,500 Lbs.
15,500 Lb. Multi Leaf Suspension
4.56 Ratio
Tires: 225/70R19.5H

Cab Features
Aluminum Assist steps
Daytime Running Lights
Power Locks
Electronic Brake Controller
Air Conditioner
Sirius XM Radio & Bluetooth
Rear Vision Camera
40/20/40 Vinyl Seats
Power Mirrors (Heated)
110 V Power Outlet

GVWR
23,500 LBS

Body
Standard Service Body
Light Adaptor
Full Led Lighting Package
Stop / Tail / Turn / Marker &
Back-Up Light
Rear Lights In Tailshelf
Hotstick Door - Streetside
Hotstick Shelf - Streetside
Streetside Front Compt (84)
One Adjustable Shelf
Streetside Front Compt #2
One Adjustable Shelf
Streetside Horizontal Compt
One Adjustable Shelf
Streetside Rear Compt
Hook Packages 1-3-0
1 Hook Assembly
2 Hook Assembly
Curbside Front Compt
One Adjustable Shelf 1
Curbside Front Compt #2
Front Compartment #2 Access Steps
(Alum)
Side Entry Gripstrut Steps
Curbside Horizontal Compt
Open
Curbside Rear Compt
Hook Packages 1-3-0
1 Hook Assembly
3 Hook Assembly
Step, CS Built Into The Tailshelf
1500 Watt Pure Sine Invertor
Single Top Mounted Amber Strobe
Light
Rubber Wheel Chocks

EQUIPMENT SPECS

Aerial Assembly
Standard SST-36-NE Telescopic/Articulating Aerial Device With End
Mounted Platform And Electric/Hydraulic Controls
Inside Controls With Two Speed Control System. Gives A Choice
Between Normal And Slow Speeds.
Remote Lower Control Box
Standard Platform Support
GFCI Receptacle For 120 V Power At Platform
Walk-In 24x30, Open To Curb Side
Platform Cover, Nylon/Vinyl, 24 Square
Walk-In Door, L/H Hinge
Standard Platform Capacity Of 350 Lbs. Platform Capacity.
Standard 42 Inch Tall Pedestal
Backup Pump For 12V Chassis
Start Stop Is Standard
Lift Eye On Outer Boom With 500lb. Capacity
Rubber Tube Platform Rest
One (1) Lift-Specific Online Training Course Access Code.
Universal White Urethane

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DISCLAIMER: Specifications are believed to be correct, but may contain errors and/or omissions.
Pictures are representative and may not be identical.

QUOTE NUMBER: TRI-4-H_23

EXPIRATION DATE: 9-30-24



Office of the Finance Director

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

MARB Contract Form

Contract Name	City Excavator				
City Agency	Public Works				
Vendor Utilized	W.I. Clark Company				
Address	30 Barnes Industrial Park Road				
City, State, Zip	Wallingford, CT 06492				
Procurement Process	<input type="checkbox"/> Bid/RFP [Enter the Bid No] <input type="checkbox"/> State Contract [Enter State Contract #] <input checked="" type="checkbox"/> Cooperative Agreement [Sourcewell Contract #011723-JDC] <input type="checkbox"/> Sole Source <input type="checkbox"/> Other Source []				
No of Bid/RFP Respondents					
Quote No('s) if applicable					
Source of Funds	American Rescue Plan Act				
Quantity	0.00	Price Per:	\$0.00	Total Price	\$187,668.24
Purpose of Transaction (Please give a detailed explanation for the purpose of the transaction. This should not be one / two sentences.)	The purchase of this excavator will allow the City DPW staff to do drainage work without having to hire outside companies. The current excavator we have is too small for this work and is a shared piece of equipment between DPW and WPCA.				
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				

THE W.I. CLARK COMPANY
CONSTRUCTION AND INDUSTRIAL EQUIPMENT
30 BARNES INDUSTRIAL PARK ROAD
WALLINGFORD, CT 06492
203-265-6781

June 13, 2024

Mr. Rick Spreyer
Chief of Staff
City of West Haven
355 Main Street
West Haven, CT 06516

Re: Sourcewell Contract

Dear Mr. Spreyer,

The W.I. Clark Company of Wallingford Connecticut is pleased to provide pricing to the City of West Haven on a new John Deere 85P hydraulic excavator under the Sourcewell contract #011723-JDC. The W.I. Clark Company is the approved Sourcewell sub-contractor in Connecticut for John Deere and is authorized to offer the current Sourcewell governmental discount of 33% off the John Deere 85P list price.

This discount is limited to the base machine and John Deere factory installed options and/or accessories only. Any non-John Deere accessories, and/or any dealer installed John Deere accessories including freight and dealer prep are not applicable and are charged separately.

The W.I. Clark Company would accept responsibility for the administrative duties associated with this order, as well as any warranty work should that become necessary.

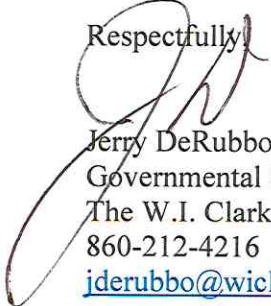
Please find the attached Sourcewell price schedule with all the options and accessories you requested.

Upon receipt of your purchase order to the W.I. Clark Company, we will place your order with John Deere, and you may expect delivery to the West Haven Public Works Department in approximately 250 +/- days.

The unit will be delivered with the standard twelve (12) month / unlimited hour full machine warranty. Your machine will be fueled and ready to go to work. Payment in full is due within thirty (30) days after delivery of the machine. Please be advised pricing is based on the current John Deere list prices and is subject to change without notice. Dealer discounts where applicable and allied equipment (non-Sourcewell) prices are subject to change without notice. Trade in values where applicable are good for 30 days.

We look forward to being of service to you.

Respectfully,



Jerry DeRubbo
Governmental Sales
The W.I. Clark Company
860-212-4216
jderubbo@wiclark.com

**Solicitation Number: RFP # 011723****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and John Deere Construction Retail Sales a division of John Deere Shared Services LLC, DBA John Deere Construction Retail Sales, 1300 River Drive, Moline, IL 61265 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Heavy Construction Equipment with Related Attachments and Technology from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires April 14, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. The John Deere Warranty Statement describes covered items and services when returning Damaged Equipment and

Products. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Sourcwell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Supplier Development Administrator. This approved form is available from the assigned Sourcwell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee. Any state that requires a Sourcewell participating addendum with an additional admin fee, we reserve the right to reduce the list price discount to accommodate this additional fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*

- a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Intentionally Omitted.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

**John Deere Construction Retail Sales a
division of John Deere Shared Services LLC,
DBA John Deere Construction Retail Sales**

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 4/4/2023 | 2:30 PM CDT

DocuSigned by:
Mark Oliver
1CAF73242BB647F...
By: _____
Mark Oliver
Title: Manager Contract Sales
Date: 4/5/2023 | 8:05 AM CDT

Approved:

DocuSigned by:
Chad Coquette
7E42B8F817A64CC...
By: _____
Chad Coquette
Title: Executive Director/CEO
Date: 4/5/2023 | 8:20 AM CDT

RFP 011723 - Heavy Construction Equipment with Related Attachments and Technology

Vendor Details

Company Name: John Deere Shared Services LLC

Does your company conduct business under any other name? If yes, please state: John Deere Construction Retail Sales a division of John Deere Shared Services LLC

Address: 1300 River Drive
Moline, IL 61265

Contact: Brooke DeVol

Email: ForsbergBrookeL@JohnDeere.com

Phone: 309-207-0431

HST#: 36-2382580

Submission Details

Created On: Monday November 28, 2022 09:24:58

Submitted On: Thursday January 12, 2023 14:48:05

Submitted By: Brooke DeVol

Email: ForsbergBrookeL@JohnDeere.com

Transaction #: 17731346-34ec-484a-83d5-3fc1c1f49270

Submitter's IP Address: 165.225.57.43

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	John Deere Construction Retail Sales a division of John Deere Shared Services LLC
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Not Applicable
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	John Deere Construction Retail Sales JDCRS John Deere Construction & Forestry
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Cage Code: 3PSD7 UEI: ED9BLXH3Hg21
5	Proposer Physical Address:	1300 River Drive Moline, IL 61265
6	Proposer website address (or addresses):	www.deere.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Mark Oliver, Manager Contract Sales 1300 River Drive Moline, IL 61265 OliverMarkR@JohnDeere.com 309-748-3418
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Brooke DeVol, Contract Administrator 1300 River Drive Moline, IL 61265 ForsbergBrookeL@JohnDeere.com 309-207-0431
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Mark Oliver, Manager Contract Sales 1300 River Drive Moline, IL 61265 OliverMarkR@JohnDeere.com 309-748-3418

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>We Run Like No Other. We conduct business essential to life. Running for the people who trust us and the planet that sustains us, we create intelligent connected machines that enable lives to leap forward.</p> <p>See our higher purpose: https://www.deere.com/en/our-company/higher-purpose/</p> <p>John Deere customers are at the center of everything we do. We rely on more than 180 years of experience and terabytes of precision data to know them and their businesses better than anyone else. Our easy-to-use technology helps deliver results they see in the field, on the job site, and on the balance sheet. We ensure seamless access to parts, services, and performance upgrades from take home to trade-in by providing world-class support throughout the lifecycle of their equipment, with productivity and sustainability always in mind.</p> <p>We never forget that we're here to help life leap forward.</p> <p>Deere & Company at a glance: https://www.deere.com/assets/pdfs/common/our-company/deere-&-company-at-a-glance.pdf</p>

11	What are your company's expectations in the event of an award?	Our expectation, if we are awarded, is to continue working with Sourcewell to provide governmental customers the best option for acquiring our Construction and Compact Construction products. The John Deere Governmental Sales Team will continue to train our dealers on how to present Sourcewell and the benefits the contract offers to continue growing our sales. Since our training plan was rolled out in late 2016, our sales on this contract have had significant growth and our expectation is to continue that trend in the market place.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	John Deere has a long history and attached in supplemental documents is our most recent annual report from 2021. Our 2022 fiscal year just concluded on October 31, 2022 and the annual report is not published at this time.	*
13	What is your US market share for the solutions that you are proposing?	While we do not publicly state market share position, John Deere Construction & Forestry holds a top level market share position across our entire product portfolio in the US.	*
14	What is your Canadian market share for the solutions that you are proposing?	While we do not publicly state market share position, John Deere Construction & Forestry holds a top level market share position across our entire product portfolio in Canada.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No bankruptcy proceedings have taken place.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	John Deere Construction Retail Sales (JDCRS) is based in Moline, IL and is responsible for growing sales in the governmental segment for the Construction & Forestry Division of John Deere. All employees of JDCRS are full time John Deere employees. This sales team is responsible for training our dealers on governmental business, contracts and sales processes. Specific to supporting the Sourcewell contract, the account managers, contract manager and sales support team are responsible for educating the dealers on the quoting, ordering and delivery process of products sold on the Sourcewell contract. All dealers are required to go through a contract training program either in person or virtually via Microsoft Teams to become an authorized seller on our contract. This process has been the main driver of our growth since it was launched in 2016. We do retain the right to sell direct if required or the dealer has not completed our training program. Upon award of this new contract, we are revamping our training process to leverage our John Deere University online training system to make it easier and more efficient for the dealer field staff to become trained and certified on the Sourcewell contract.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	John Deere maintains all licenses and certifications necessary to conduct its business around the world. This is supported by our Supply Management, Engineering, Safety, Accounting, Human Resources and Tax and Legal Departments. John Deere self-audits and has regular outside audits performed by Deloitte & Touche for compliance with all required licenses, certifications and regulations.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	There are no suspensions or disbarments to note.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	John Deere has received numerous levels of recognition and awards worldwide for quality production standards, environmental responsibility, ethics, diversity, safety and corporate citizenship. Page 12 of the 2021 Annual Report (attached in the documents section of the response) showcases some of our business highlights and the list of 2021 Awards and Recognitions. Also, attached within the documents section is our 2021 Sustainability Report for John Deere.
20	What percentage of your sales are to the governmental sector in the past three years	Customer and segment specifics for John Deere sales are not shared publicly. For the industry as a whole that we participate in, approximately 10-15% of sales for Construction and Compact Construction Equipment are sold to governmental agencies across North American each year.
21	What percentage of your sales are to the education sector in the past three years	Our education sector sales is a low percentage of our total governmental business but education entities have utilized the Sourcewell contract previously. For construction and compact construction equipment it is generally reported as a local or state level sale.
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	NASPO, as well as state participating addendums through this contract H-GAC TASB BuyBoard We also hold on average 5-10 individual state contracts outside of cooperative purchasing contracts. Sales figures are not publicly shared on any of these contracts.
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA DLA US Fish & Wildlife, IDIQ Sales figures are not publicly shared on any of these contracts.

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
Murphy Tractor & Equipment; an authorized dealer with a vast customer base with Sourcewell purchases.	Cole Iverson VP of Sales	507-320-8826
Brandt Tractor Ltd.; an authorized dealer with a vast customer base with Sourcewell purchases.	Lloyd Norminton Government Sales Manager	780-486-6786
RDO Construction Equipment MW; an authorized dealer with a vast customer base with Sourcewell purchases.	Jesse Miller Government Sales Manager	952-882-2752

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
New York State	Government	New York - NY	Sourcewell and Sourcewell participating addendum sales.	We averaged 172 sales per year over the last 3 years within the state of New York.	We averaged 19 million dollars per year over the last 3 years within the state of New York.	*
State of Ohio	Government	Ohio - OH	Sourcewell sales. Ohio STS contract was also held and is now expired. These sales are not publicly shared from our office. 2022 Q4 is our first full quarter of our Sourcewell PA contract being rolled out in Ohio.	Previous contracts in Ohio averaged 38-50 transactions per year.	Previous contracts in Ohio averaged 3-5 million dollars per year.	*
United States Air Force	Government	Pennsylvania - PA	DLA Military Sales	Not publicly shared from our office.	Not publicly shared from our office.	*
Florida Forest Service	Government	Florida - FL	Florida Forest Service contract	Not publicly shared from our office.	Not publicly shared from our office.	*
Louisiana DOT	Government	Louisiana - LA	State DOT contract	Not publicly shared from our office.	Not publicly shared from our office.	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	Sales is covered by our independent dealer network that has been trained and certified on the Sourcewell sales processes. We have dealer standards that require a minimum sales person to customer ratio to ensure proper sales coverage and response time.	*
27	Dealer network or other distribution methods.	There are nearly 400 dealer locations in the U.S., authorized to sell John Deere construction equipment products and another 60 covering Canada. There are roughly 1400 dealer locations in the U.S. authorized to sell compact construction equipment another 500 across Canada. These John Deere dealers sign contracts to sell and service John Deere products in their assigned areas. We have dealer standards that require a minimum sales person to customer ratio to ensure proper sales coverage and response time.	*
28	Service force.	This is covered fully by our dealers. Our dealers standard policy also has a minimum service technician to machine base ratio to ensure the best service and response time.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	We have two processes for ordering products on our Sourcewell contract. The majority of our sales are ordered by authorized selling dealers that have been trained and certified by our John Deere Government Sales office. Upon delivery of an order we have a sales reporting automated process to capture the sales for reporting to Sourcewell. For dealers that may not be certified yet, our John Deere Government Sales office reserves the right to order direct.	*

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>A professional, capable, well-trained, well-capitalized dealer network is one of John Deere's competitive advantages. Our dealers, backed by John Deere, provide local customer support, repairs, maintenance and parts. John Deere has authorized dealers in all 50 U.S. states and all across Canada.</p> <p>There are nearly 400 dealer locations in the U.S., authorized to sell John Deere construction equipment products and another 60 covering Canada. There are roughly 1400 dealer locations in the U.S. authorized to sell compact construction equipment and another 500 across Canada. These John Deere dealers sign contracts to sell and service John Deere products in their assigned areas.</p> <p>We also have a certified technician training program to ensure quality service for our customers. There are also multiple regional parts depots across North America for the best parts availability in the industry.</p> <p>Dealers must submit an annual business plan that contains their commitment to effectively selling and supporting all potential customer in their area, including but not limited to commercial accounts, national accounts, and state, county, and local governmental agencies.</p> <p>Customer can count on John Deere construction dealers to support our products and customers.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	All areas of the U.S. will be served.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	All areas of Canada that Sourcewell has a defined partner (such as Canoe) will also be served.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	All areas of the U.S. will be served. All areas of Canada that Sourcewell has a defined partner (such as Canoe) will also be served.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	<p>Any agency that John Deere defines as a governmental customer and is also eligible to be a Sourcewell member will qualify for the discounts on our contract. John Deere Construction & Forestry defines a governmental customer as the following:</p> <ol style="list-style-type: none"> 1. Federal, state/provincial, county, municipal and local governmental agencies 2. Hospitals and state/provincially accredited schools (both public and private) 3. Special government and/or taxing districts that have authority to levy taxes and/or issue tax free municipal bonds (ex. airports) 4. Governmental facilities run by independent management groups qualify only if a governmental agency issues the purchase order and retains ownership. Ownership by the management group voids discount eligibility. 5. Non-governmental utilities or departments or divisions of them that provide has, water, electrical, or telephone service directly to commercial or home users 6. Governmental agencies or departments or divisions of them that provide recycling or waste service directly to commercial or home users. Companies or departments or divisions of these utilities that do not provide service directly to commercial or home users do not qualify 7. North American Indian Tribal Councils 8. Non-profit agencies exempt from state/provincial and federal taxes 9. All Municipal Railroads 	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	The John Deere Construction & Forestry Division has assigned dealers in both Alaska and Hawaii. As is the case for the continental U.S. (CONUS), factory to dealer freight as well as local delivery by dealer to end-user will be quoted and invoiced for any applicable areas outside of the continental U.S. (CONUS). Location specific factors related to moves by ocean, barge, inland, etc. will affect final delivery date.	*

Table 7: Marketing Plan

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Since our "authorized selling dealer" initiative that was rolled out in late 2016, our marketing plan has focused on getting our dealer network to understand the power of cooperative purchasing, specially the Sourcewell contract. Our dealers are closer to the end use customers and understand their business and product needs better than our small team here in Moline, IL. Once we got the dealers fully bought in on the power, ease of use and importance of the contract, the sales numbers took off year over year. Our plan for the new contract is to continue this with our dealer network.
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	John Deere has a great public website with information about our entire product line. We also have a link to a variety of governmental contracts that are available. In addition to those site, we also allow the customer to build their own machine online so they can see the options that are available before they contact their local dealer. https://www.deere.com/en/ https://www.deere.com/en/construction/ https://www.deere.com/en/government-and-military-sales/ https://www.deere.com/en/government-and-military-sales/state-and-local-purchasing/ https://configure.deere.com/cbyo/#/en_us/products Our marketing communications group runs a variety of social media promotions including a YouTube channel (https://www.youtube.com/user/JohnDeere) and Facebook page (https://www.facebook.com/JohnDeereUSCA). The message on these sites changes periodically but it is primarily focused on the benefits of the John Deere relationship and how we are close to our customer.
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	From the John Deere perspective, there are three key components to promoting the Sourcewell contract: Sourcewell, John Deere Construction Retail Sales (JDCRS), and our dealer network across the US and Canada. Each has a key role to the success of the continued and incremental sales increases each year. Sourcewell's job is to continue to promote the brand to eligible members so they understand the basics of cooperative purchasing and the benefits of membership. JDCRS has the responsibility to train the dealers on sales processes (ceiling price, discount structure, ordering and delivering of products), how to determine if a customer is already a member and how to assist a customer that is not a member how to become a member. Our dealer's responsibility is to help identify the right product for the job and how to find the easiest, most cost effective way to source that product/solution. We believe that Sourcewell provides one of the best tools available to eligible customer and we will continue to promote that in our annual training. We work with our dealers and support them at any regional conference or training opportunity that helps promote the brand of all three entities. Open communication between all three parties is the key for future success and incremental sales gains on the next contract.
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We are investigating e-procurement options for certain product families in the future but those are not available at this time. Due to the customizable nature of products and services, there are many possible configurations for each model. Many build-code dependencies must be taken into consideration for a properly functioning machine to be built. For that reason, we feel it is best to contact the local dealer for machine configuration guidance prior to requesting a contract quote.

Table 8: Value-Added Attributes

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Training on equipment operation and safety is provided through the local dealer. At time of delivery, the dealer provides an introductory walk-around of the unit, explaining general operation and maintenance procedures, free of charge as part of the purchase. Additional product or specific system training is optional and quoted by the local dealer.

41	Describe any technological advances that your proposed products or services offer.	<p>John Deere C&F products offer a variety of technology solutions that work to eliminate rework, improve jobsite safety, counteract labor shortages and increase efficiency. Information on those initiatives is public and can be found at the following link: https://www.deere.com/en/technology-products/precision-construction-technology/</p> <p>There was also a magazine published in the Fall of 2021 that focused on technology and its place in our industry. A link to that publication is below.</p> <p>THE DIRT publication, Fall 2021. https://www.deere.com/assets/pdfs/common/industries/construction/publications/the-dirt-fall-2021-dkmag265c-cv.pdf</p> <p>John Deere has also published what is known as our "Leap Ambitions" and that is also public. Our strategy for the Construction & Forestry Division is by 2026, we will deliver:</p> <ul style="list-style-type: none"> • 20+ electric and hybrid-electric product models. • Earthmoving: Increase SmartGrade™ grade control adoption to 50%. • Forestry: Boost Intelligent Boom Control adoption to 100%. • Roadbuilding: Increase Precision Roadbuilding Solution adoption to 85%. <p>More information on our Leap Ambitions can be found at: https://www.deere.com/en/our-company/sustainability/sustainability-report/leap-ambitions/</p> <p>Technology advances in our products is vitally important and was on display at CES 2023 where our CEO was the keynote speaker on day 1. Information can be found at CES2023.deere.com</p>	*
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>John Deere has been very public with these initiatives and more can be found on our website in our most recently published Sustainability Report. https://www.deere.com/en/our-company/sustainability/sustainability-report/</p> <p>"Our next leap is ELECTRIC" is another informative piece discussing the future of electrification at John Deere. https://www.deere.com/en/our-company/electrification/</p>	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>In October 2022, John Deere received an award for the SBTi Validation of Greenhouse Gas Emission Reduction. https://www.deere.com/en/news/all-news/john-deere-receives-sbti-validation-of-greenhouse-gas-emission-reduction-targets/</p> <p>In 2021 John Deere acquired majority ownership of Kreisel Electric. https://www.kreiselelectric.com/johndeere/</p>	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>John Deere is committed to Supplier Diversity. Each year we submit to GSA a commercial plan that outlines our commitment to use WMBE's, SBE's, and other MBE's suppliers in support of our business.</p> <p>We also have signed on with two small business partners to learn about small business and partner with them to meet demand for products with a small business designation in the Federal market as well as help grow their businesses. Our partners are The Akana Group (Native American owned small business, small business, HUBZone certified) and Bravo (Service Disabled Veteran-Owned Business). If opportunities arise in the cooperative world for small business designation, we are prepared to grow that segment as well.</p>	*
45	What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?	<p>John Deere has a very strong presence as a construction equipment and compact construction equipment provider. John Deere is also the world's leading manufacturer of agricultural equipment. Additionally, John Deere Financial is one of the largest equipment finance companies.</p> <p>Valuable Extras:</p> <ol style="list-style-type: none"> 1) Genuine John Deere Parts - highest quality parts for the highest quality equipment. <ul style="list-style-type: none"> -Regional parts depots strategically placed around North America for the best parts delivery response. 2) John Deere Connected Support – Allows customers to: <ul style="list-style-type: none"> - Monitor alerts for the machine remotely. - Monitor engine hours and utilization. - View machine location and get driving directions to the jobsite. - Monitor fuel level and idle time. 3) John Deere Connected Support – Allows dealers to: <ul style="list-style-type: none"> - Monitor alerts coming from the customers machine. - Remotely connect to a customers machine for real-time diagnostics. - Leverage Expert Alerts from John Deere to address potential future downtime. - Perform software updates from the dealership. 	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
46	Do your warranties cover all products, parts, and labor?	Construction equipment has basic warranty of 12 months/unlimited hours. The standard warranty general provisions including parts and labor is attached to this RFP submission. Compact construction equipment has a basic warranty of 24 months or 2,000hrs whichever occurs first.
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Extended warranty is available as a separate purchase, not on this RFP, through our local dealers. Extended warranty has a year and hour limitation with each purchase. An example is 3 year 5,000hr power train/hydraulics extended warranty option.
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	No, TTM is not covered within our warranty.
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No, we can cover the entire U.S. and Canada with our dealer network.
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Third party warranties are handled by the original OEM of that attachment.
51	What are your proposed exchange and return programs and policies?	As noted in the standard warranty document, "John Deere will repair or replace, at its option, any parts... of a new John Deere product that, as delivered to the original retail purchaser(s), are defective in material or workmanship." See attached standard warranty document for full text explanation.
52	Describe any service contract options for the items included in your proposal.	John Deere does not offer any service contracts within this RFP. Service contracts and extended warranty options are available for customers from their local dealer and can be quoted to them at time of purchase.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
53	Describe your payment terms and accepted payment methods.	JDCRS' only option for payment terms is Net 30 Days for direct sales. Since the majority of our deals are purchased through one of our authorized dealers, there are financing options available (JD Financial) that can be negotiated before finalizing the deal. *
54	Describe any leasing or financing options available for use by educational or governmental entities.	<p>JDCRS (contract vendor) does not play a role in leasing, financing or payment terms other than Net 30 Days.</p> <p>John Deere Financial offers leasing/financing options. The John Deere Municipal Lease Purchase Plan is a special low-rate financing plan that is designed to provide flexibility of leasing while building equity toward ownership of the John Deere equipment. Any state or local government body, or their political subdivisions, having the power to tax may be eligible for the John Deere Municipal Lease Purchase Plan, subject to approval. *</p> <p>John Deere Financial also offers other leasing and financing options for governmental, educational and non-profit entities, subject to approval.</p> <p>All leasing and financing options are handled through the local dealer and John Deere Financial.</p> <p>The lease/finance provider funds the contract sales invoice within 30 days.</p>
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Our John Deere dealers use approved applications in their business system to provide quotes to customers stating the approved contract discount rate. The quote contains terms and conditions for the quote and terms for payment when a PO is issued. For direct sales through our office similar documentation is used and is available in the document upload section. *
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	P-card payments are accepted with a 3% processing fee added to the contract quote. P-card usage is to be made known at time of quote request. Customer PO must cover the added fee. *

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Each model will have a discount associated to it which applies to all options of that model fully configured, base coded attachments will have a separate discount schedule. Third party attachments (AT and BYT kits) are not part of this RFP proposal and are available for separate purchase by our dealer. The model and discount schedule is attached. Full current price pages will be submitted upon successful award. Any price changes or model updates will be submitted through the PnP process.
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Quotes are provided to the customer with a discount off of current list price. Quotes are price protected for a period of 30 days as long as a PO is received within that 30 day period. See attached pricing & discount schedule as well as the example quote for our proposal on this RFP.
59	Describe any quantity or volume discounts or rebate programs that you offer.	We offer two different volume discounts between our construction equipment (CE) portfolio and our compact construction equipment (CCE) portfolio due to the difference in acquisition costs of the larger construction equipment verses the smaller compact construction equipment. CE: 5-7 machines = 1%, 8-14 machines = 2%, 15+ machines = 3% CCE: 8-14 machines = 1%, 15+ machines = 3%
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Sourced or open market items are not part of our RFP response but we do allow dealers to quote these as dealer provided items as a separate line item on the quote. Discounts will not be applied to these open market items. Quotes for these products are negotiated directly through the customer and our dealer network.
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	The following will not be included: 1. Dealer provided goods and services: Non-factory goods and services (third party items) will be quoted by dealer at the customers request. 2. Set-up and installation fees: These charges will be quoted by the dealer and are not part of this RFP. 3. Pre-Delivery Inspection (PDI): A PDI is performed on all new machine purchases to ensure proper fluid levels, check system pressures, verify accurate system operation, and cleaning of the unit prior to delivery. The cost of the PDI is quoted by the dealer and will vary by machine model and complexity. Taxes: Local taxes, if applicable, will be assessed.
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight, delivery and shipping are charged to the customer and added to the quote as separate line items.
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight, delivery and shipping are charged to the customer and added to the quote as separate line items just as they are for all participating entities. Travel that occurs by ocean, barge or inland may affect the delivery time of the machine.
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	If a customer has a unique request, we can review at that time, otherwise there are no unique methods offered in this RFP.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Sourcewell has become our most valued contract to our dealer network for governmental business. We will continue to use our best available discount schedule to support this contract.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Our dealers are required to participate in a contract sales training class to ensure they are promoting the contract per the Terms and Conditions of our RFP response. Dealers are made aware of how to obtain the effective price date of the contract, so the customer is being quoted accurately. Whenever there is a price change approved by Sourcewell, we communicate that information via our dealer bulletin process and post on our dealer microsite. We also use an automated settlement process where a dealer utilizes a program ID code so that we can accurately capture the sales each quarter for our internal review and submit to Sourcewell for the payment of our admin fee. We will also be launching a new quoting process to simplify the quoting process for many of our dealers to ensure accurate pricing per the terms and conditions of our contract.
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Upon award of this contract, we track the sales performance of each dealer group across the US and Canada to achieve our market share goals for construction equipment and compact construction equipment in the governmental segments. This has worked well for this contract to date, and we will continue to use this market share metric to keep our dealers accountable for performance.
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	We have had great success growing and expanding the utilization of this contract for all our dealers in the US and Canada and will continue this growth by providing a 0.5% admin fee to Sourcewell on all contract items. Third party attachments or non-contract items (dealer provided items) are not subject to the admin fee. The total calculated admin fee is payable each calendar quarter to Sourcewell.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	We will be offering our complete line of construction equipment and compact construction equipment, as well as base coded attachments. Product families include Articulated Dump Trucks, Backhoes, Compact Track Loaders, Crawler Dozers, Crawler Loaders, Excavators, Compact Excavators, Tractor Loaders, Motor Graders, Skid Steer Loaders, Wheel Loaders and Compact Wheel Loaders. All services including product support, part support, and warranty work will be provided by our authorized dealers and not part of this contract.
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	N/A

Table 148: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered	Comments
71	Wheeled, tracked, and backhoe loaders	<input checked="" type="radio"/> Yes <input type="radio"/> No	
72	Motor Graders	<input checked="" type="radio"/> Yes <input type="radio"/> No	
73	Wheeled and tracked excavators	<input checked="" type="radio"/> Yes <input type="radio"/> No	
74	Bulldozers, compactors, scrapers, articulated and rigid haulers	<input checked="" type="radio"/> Yes <input type="radio"/> No	We do not offer rigid haulers. Compactors are offered on the separate Wirtgen contract.
75	Cranes	<input type="radio"/> Yes <input checked="" type="radio"/> No	
76	Accessories or attachments for the offering in #71-75 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	We will be offering base coded attachments at time of whole goods purchase or separately if needed. AT kits and BYT kits (third party attachments) are not part of this contract.
77	Technology or services for the offering in #71-75 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	Link Telematics, Grade Control, and Slope Control are examples of these technology services that are available as options on certain products.

Table 14C: Required Offering of Equipment

Indicate below if the proposer's proposal includes at least one (1) of the following listed types or classes of equipment. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered	Comments
78	Wheel loader with published net horsepower (HP) of at least 300 HP	<input checked="" type="radio"/> Yes <input type="radio"/> No	We offer 4 wheel loaders that meet this spec requirement.
79	Wheeled or tracked excavator with a published net horsepower (HP) of at least 150 HP	<input checked="" type="radio"/> Yes <input type="radio"/> No	We offer 10 excavators that meet this spec requirement.
80	Motor Grader with a published maximum operating weight of at least 30,000 lbs.	<input checked="" type="radio"/> Yes <input type="radio"/> No	We offer 8 motor graders that meet this spec requirement.
81	Rough terrain, all terrain, crawler, floating, lattice, or telescopic crane with a published maximum lifting capacity of at least 300 tons and a published maximum boom length of at least 150 feet	<input type="radio"/> Yes <input checked="" type="radio"/> No	

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Pricing](#) - RFP 011723 Model & Discount Schedule.pdf - Monday January 09, 2023 11:48:21
 - [Financial Strength and Stability](#) - Deere-Co_Annual-Report-2021.pdf - Tuesday November 29, 2022 12:34:40
 - Marketing Plan/Samples (optional)
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - US CAN deere wty stmt.pdf - Tuesday December 06, 2022 10:27:02
 - [Standard Transaction Document Samples](#) - Sample Sourcewell Quote.pdf - Monday January 09, 2023 11:22:37
 - [Upload Additional Document](#) - Sustainability Report 2021.pdf - Tuesday November 29, 2022 13:01:16

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Mark Oliver, Manager, Contract Sales, John Deere Construction Retail Sales

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_5_Heavy_Construction_Equipment_RFP_011723 Tue January 10 2023 08:47 AM	<input checked="" type="checkbox"/>	1
Addendum_4_Heavy_Construction_Equipment_RFP_011723 Fri January 6 2023 09:51 AM	<input checked="" type="checkbox"/>	2
Addendum_3_Heavy_Construction_Equipment_RFP_011723 Thu December 29 2022 12:33 PM	<input checked="" type="checkbox"/>	2
Addendum_2_Heavy_Construction_Equipment_RFP_011723 Wed December 21 2022 01:49 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Heavy_Construction_Equipment_RFP 011723 Thu December 15 2022 09:27 AM	<input checked="" type="checkbox"/>	1



Office of the Finance Director

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

MARB Contract Form

Contract Name	Task Order No.42 MS4 Permit Compliance Assistance General Permit for Discharge of Stormwater from Small Municipal Separated Storm Sewer Systems				
City Agency	Engineering				
Vendor Utilized	CDM Smith				
Address	75 State Street Suite 701				
City, State, Zip	Boston, MA 02109				
Procurement Process	<input type="checkbox"/> Bid/RFP [Enter the Bid No] <input type="checkbox"/> State Contract [Enter State Contract #] <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					
Quote No('s) if applicable					
Source of Funds	Engineering budget for fiscal 2025				
Quantity	0.00	Price Per:	\$0.00	Total Purchase Price	\$250,000.00
Purpose of Transaction (Please give a detailed explanation for the purpose of the transaction. This should not be one / two sentences.)	<p>This Task Order describes the Scope of Services, Time Schedule, Charges, and Payment Conditions for the Task Order known as: MS4 Permit Compliance Assistance, for the Fiscal Year 2025, from August 2024 through July 2025 (the "Project").</p> <p>As part of the Connecticut Department of Energy and Environmental Protection (CT DEEP) General Permit for Discharge of Stormwater from Small Municipal Separated Storm Sewer Systems (MS4) requirements, the OWNER is required to implement the Illicit Discharge Detection and Elimination (IDDE) Plan and continue with IDDE investigations. The purpose of IDDE investigations is to identify and eliminate non-stormwater discharges, which may include animal wastes, fertilizers, illegal dumping in storm drains, sewage, leaves, or industrial and commercial waste.</p> <p>This payment has been continuous as part of a consent decree with EPA.</p>				
Department Submission [Name and Title]	Abdul Quadir, City Engineer				
Finance Review and Submission [Name and Title]	Kathy Chambers, MBA, MPA, Senior Buyer, Procurement Analyst				

**TASK ORDER NO. 42
TO
MASTER ENVIRONMENTAL SERVICES AGREEMENT
BETWEEN
OWNER AND ENGINEER**

This is Task Order No. 42 attached to and made part of the Agreement dated March 5, 2015, between CDM Smith Inc. (ENGINEER) and City of West Haven, Connecticut (OWNER).

This Task Order describes the Scope of Services, Time Schedule, Charges, and Payment Conditions for the Task Order known as: MS4 Permit Compliance Assistance, for the Fiscal Year 2025, from August 2024 through July 2025 (the “Project”).

1. Scope of Services

ENGINEER shall provide for OWNER the following specific services:

BACKGROUND

As part of the Connecticut Department of Energy and Environmental Protection (CT DEEP) General Permit for Discharge of Stormwater from Small Municipal Separated Storm Sewer Systems (MS4) requirements, the OWNER is required to implement the Illicit Discharge Detection and Elimination (IDDE) Plan and continue with IDDE investigations. The purpose of IDDE investigations is to identify and eliminate non-stormwater discharges, which may include animal wastes, fertilizers, illegal dumping in storm drains, sewage, leaves, or industrial and commercial waste. ENGINEER began IDDE investigations for OWNER in 2018 and has initiated investigations at 281 outfalls and 62 interconnections to date. ENGINEER has also performed mapping investigations, catch basin inspections, dry weather screening, and wet weather sampling for OWNER. ENGINEER will use the results from dry weather screening, wet weather sampling, and outfall/interconnection prioritization to identify outfalls/interconnections for IDDE investigations.

TASK 1 IDDE PLAN IMPLEMENTATION (BMP 3-1)

ENGINEER will perform field investigations to identify the sources of illicit connections to the stormwater system, primarily by water testing in the field using test kits. When dry weather flow is found, equipment and field test kits will be used to obtain a sample of the flow and analyze the flow for surfactants, ammonia, total residual chlorine, temperature, conductivity, and salinity. This scope assumes that 50% of the structures will have dry weather flow and 50% will not. Samples will only be collected from those structures with flow. (The CT DEEP MS4 Permit requires sampling of flow within structures, those structures with standing water will not be sampled). ENGINEER will alert the OWNER when potential illicit connections are identified. This task order includes up to \$1,500 to purchase test kits; up to \$1,200 for laboratory fees, including surfactant disposal and bacteria testing; as well as monthly data plans for iPads; mileage; and other field supplies.

Currently, there are 28 City-owned outfalls and interconnections pending inspection, of 371 known locations. However, the number is subject to change and could increase as the dry weather outfall and interconnection inspections, mapping efforts, interconnection identification, and wet weather sampling continues. There are 10 field days with two people included in the budget. We are estimating 13 outfalls/interconnections will be IDDE investigated under this task order. ENGINEER will need to confirm ownership and verify interconnection locations with the OWNER, CT DOT, or other municipality prior to these being dry weather inspected. This coordination will continue under Task 3.2 of this Task Order. ENGINEER may modify mapping during IDDE investigations to correspond to field observations. Additionally, there are some locations that may require police for traffic control and safety, and it is assumed that the OWNER will pay those costs directly.

Other follow-up tasks for locations that are suspected to have illicit discharges will be recommended in the memorandum summarizing field investigation results. Follow-up activities will be conducted by the ENGINEER and may include manhole inspections, sand bagging, dye testing, smoke testing, building

inspections, and CCTV inspections. ENGINEER will perform up to 10 days of follow-up activities with one person, assuming OWNER will be available for additional person or ENGINEER will join subcontractor while performing CCTV inspections. ENGINEER will engage with subcontractor to assist with CCTV inspections. This task order includes up to \$5,000 for a subcontractor to perform CCTV inspections. ENGINEER will create subcontract, coordinate with subcontractor, and review CCTV inspections under this task order.

ENGINEER will monitor the weather and only complete IDDE investigations when there has been dry weather, less than 0.1 inches of rain, in the previous 24 hours. For outfalls and interconnections that are affected by tides, ENGINEER will also monitor tidal fluctuations so these areas can be investigated during low tide.

It is anticipated that the IDDE field work can take place over the course of the contract duration. For each outfall/interconnection, ENGINEER will start investigations at the outfall/interconnection and work upstream. If there is dry weather flow at a location, ENGINEER will test or sample for temperature, pH, conductivity, salinity, ammonia, chlorine, and surfactants. The data collected in the field will be input electronically using an iPad. The information added to the iPad in the field will be reviewed in the office for data tracking and management, to note locations already visited and to plan locations to include in future field investigations in conjunction with dry weather screening, wet weather sampling, and outfall/interconnection prioritization.

Following completion of field investigations, additional time will be required in the office to compile results, review, update GIS, and create new IDDE mapping (in keeping with previous years). ENGINEER will prepare a technical memorandum following completion of IDDE investigations within this contract. The memorandum will include a map for each outfall/interconnection that was IDDE investigated. The map will include summary tables for previously completed outfall/interconnection dry weather inspections and wet weather inspections, including temperature, pH, conductivity, salinity, ammonia, chlorine, surfactants, and E. Coli or Enterococcus results. The map will also include a summary of IDDE dry weather inspection results and IDDE concern. The memorandum will summarize the field investigation program, recommendations for identification and removal of the potential illicit connections, a suggested implementation schedule, and the overall IDDE program status. A draft copy of the technical memorandum will be submitted to the OWNER for review. ENGINEER will incorporate comments received on the draft document and submit the final technical memorandum to the OWNER in electronic form. The memorandum will also be submitted to CT DEEP and EPA in the July 2025 CMOM Program Implementation Semi-Annual Report.

TASK 2 DRY WEATHER OUTFALL AND INTERCONNECTION INSPECTIONS (BMP 3-7)

The MS4 Permit requires 100% of the OWNER's outfalls to be dry weather screened by the end of Year 3 (June 2020). This has not been completed to date because of incomplete drainage mapping and additional outfalls/interconnections being identified as part of the ongoing mapping effort. The GIS tracking system currently has 12 outfalls and 21 interconnections that are City-owned that require an initial dry weather inspection. Some of these outfalls and interconnections were not inspected by the ENGINEER previously due to access issues. Other outfalls and interconnections were discovered during recent drainage mapping field investigations. For some remaining interconnections that require an initial dry weather inspection, ENGINEER will need to confirm ownership and verify interconnection locations with the OWNER, CT DOT, or other municipality prior to these being dry weather inspected. This coordination will continue under Task 3.2 of this Task Order. ENGINEER will dry weather screen remaining accessible outfalls and interconnection locations that have been verified by the OWNER under Task 3.2. Some interconnections may not be included in this current year's plan if the locations are not verified by OWNER. ENGINEER will attempt to inspect outfalls and interconnections and coordinate with the OWNER for assistance with accessing and/or locating outfalls, as needed. This Task Order includes up to three days of field work. There are some locations that may require police for traffic control and safety, and it is assumed that the OWNER will pay those costs directly.

If an outfall or interconnection is found to be flowing during dry weather, the flow will be tested for temperature, pH, conductivity, salinity, chlorine, ammonia, surfactants, and bacteria. Based on previous dry weather sampling, we have assumed that 50% of the outfalls or interconnections will have dry weather flow and require sampling and laboratory analysis of that flow.

It is anticipated that dry weather outfall or interconnection inspection field work can take place over the course of the contract duration, provided the criteria for dry weather is met. The data collected in the field will be input electronically using an iPad. The information added to the iPad in the field will be reviewed in the office for data tracking and management, to note locations already visited and to plan locations to include in future field investigations.

ENGINEER will prepare a technical memorandum that summarizes the dry weather outfall inspections or interconnection and will include results of laboratory testing of collected samples. A draft copy of the technical memorandum will be submitted to the OWNER for review. ENGINEER will incorporate comments received on the draft document and submit the final technical memorandum to the OWNER in electronic form. The memorandum will also be submitted to CT DEEP and EPA in the July 2025 CMOM Program Implementation Semi-Annual Report.

TASK 3 POLLUTION PREVENTION/GOOD HOUSEKEEPING

Task 3.1 Drainage Mapping (BMP 3-2)

The MS4 Permit requires that the complete drainage system be mapped within three years of the effective permit date (June 2020). This has not been completed to date because the annual budgets have been allocated among many different tasks, working towards meeting multiple permit requirements. Mapping continues to be a priority to move closer towards the end goal and to make future planning efforts more efficient for all MS4 field tasks (IDDE, dry weather inspections, interconnection identifications, etc.).

ENGINEER has allocated up to 14 field days with two field engineers. Work will begin at the downstream location and proceed upstream, and focus on locating structures and identifying connectivity, aiming to complete a catchment area prior to moving on to the next catchment area. There are some locations that may require police for traffic control and safety, and it is assumed that the OWNER will pay those costs directly. Data will be collected on an iPad in the field and will be reviewed in the office and mapping updated as needed.

ENGINEER will engage with subcontractor to assist with CCTV inspections related to mapping to try to resolve connectivity between structures. This task order includes up to \$10,000 for a subcontractor to perform CCTV inspections. ENGINEER will create subcontract, coordinate with subcontractor, and review CCTV inspections under this task order. There are five field days for ENGINEER to accompany the subcontractor performing CCTV inspections.

Task 3.2 Interconnection Mapping and Coordination (BMP 6-3)

ENGINEER previously imported CT DOT mapping to OWNER's GIS and completed a desktop analysis to compare CT DOT's available mapping to OWNER's mapping, related to stormwater structures. ENGINEER previously completed a desktop analysis to compare and merge the two sets of mapping, but there are areas remaining that need field verification. This task order also includes field work related to checking mapping and interconnections, which is under Task 3.1.

ENGINEER will also identify and contact owners of interconnected MS4s. ENGINEER will continue to coordinate with OWNER and various interconnection owners to determine and verify the location of interconnections. There are 40 hours allocated to this task.

TASK 4 WET WEATHER OUTFALL AND INTERCONNECTION INSPECTIONS

Wet Weather Screening and Sampling (BMP S-1)

The MS4 Permit requires 100% of the OWNER's outfalls to be wet weather screened by the end of Year 5 (June 2022). This has not been completed to date because of incomplete drainage mapping and lack of qualifying wet weather events in past years. ENGINEER will perform wet weather screening for up to 60 MS4 outfalls/interconnections. ENGINEER will focus on wet weather screening of outfalls before beginning screening of interconnections. ENGINEER will continue to confirm ownership and verify interconnection locations with the OWNER, CT DOT, and adjacent municipalities prior to these being inspected under Task 3.2 of this task order. Wet weather screening will be performed in the spring of 2025, as per MS4 permit requirements. The current MS4 permit specifies that all wet weather sampling must be conducted annually

between March 1 and June 30. However, ENGINEER clarified with UCONN Nonpoint Education for Municipal Offices (NEMO) that this restriction will be eliminated in the next version of the MS4 permit. NEMO said sampling is not restricted to March through June and recommends sampling is performed in the spring or other times when groundwater is high. ENGINEER will continue to monitor this and take it into consideration for wet weather sampling.

Prior to wet weather sampling field activities, there are several tasks that must be done in the office, including:

- Contracting with analytical laboratory/laboratories to prepare and deliver bottle orders, accept and test samples, then send test results to ENGINEER in a timely manner
- Reviewing historical data/ArcGIS to determine sampling locations (especially any priority outfalls)
- Creating maps of sampling locations in advance of each storm to be sampled to provide the field staff with directions
- Training staff on how to conduct the field work and notifying them of any special bottling requirements (wet weather kickoff meeting)
- Taking inventory of stock and pre-ordering required equipment
- Monitoring weather daily (rainfall, duration, and antecedent conditions in accordance with the MS4 permit requirements and the OWNER's IDDE Plan)
- Alerting staff in advance of potential sampling and coordinating schedules
- Coordinating staff sampling assignments, field equipment pickup, sampling, delivery of samples to lab, and cleaning and returning field equipment to storage

The wet weather screening will be done using two 2-person teams for each event. This task assumes two teams of two staff will be utilized for three storm events. Samples collected from each outfall or interconnection will be field tested and sent to the laboratory for analysis based on MS4 and TMDL requirements.

Follow-up Investigations Tracking and Planning (BMP S-3)

ENGINEER will review and evaluate the results of the wet weather sampling to assess the status of the sampling program. ENGINEER will enter analytical results into a tracking spreadsheet and summarize the wet weather sampling in a technical memorandum, after all sampling has been completed, with delivery anticipated to be within four weeks after receipt of final analytical results from lab, or by July 31, whichever is later. A draft technical memorandum will be submitted to the OWNER for review. ENGINEER will incorporate comments received on the draft document and submit the final technical memorandum to the OWNER in electronic form. The memorandum will also be submitted to CT DEEP and EPA in the July 2025 CMOM Program Implementation Semi-Annual Report.

Annual Monitoring of Priority Outfalls (BMP S-4)

ENGINEER previously selected the top six highest pollutant contributing outfalls. ENGINEER will focus on performing wet weather inspections on outfalls or interconnections where wet weather inspections have not been completed. ENGINEER will not perform wet weather sampling on the top six highest pollutant contributing outfalls in the spring of 2025.

TASK 5 PROJECT MANAGEMENT AND MEETINGS

ENGINEER will attend up to four meetings with the OWNER to review the status of the various tasks described above. ENGINEER will prepare an agenda, meeting documents/figures and draft meeting notes for each meeting with the OWNER. ENGINEER will finalize the meeting notes once comments are received from the OWNER.

This task also includes project management: start up, kickoff, scheduling, resource management (including subcontractors), budget management/financial oversight, scope management, general oversight, internal staff meetings, and coordination with the OWNER.

TASK 6 GIS DATA MANAGEMENT AND ASSISTANCE

ENGINEER will provide OWNER’s staff with applications to collect data related to the storm drainage system, and ENGINEER’s edits of GIS “redlining” performed by OWNER’s staff. This task may also be used for training of OWNER’s staff and the incorporation of information collected by the OWNER into GIS. There are 60 hours budgeted for this task.

TASK 7 REPORTING

Task 7.1 CMOM Semi-Annual EPA Reporting

ENGINEER will summarize MS4 stormwater compliance activities within two CMOM Program Implementation Semi-Annual Reports for submittal to EPA, with copies also going to CT DEEP. Each report will summarize the work performed by the OWNER within the prior six months with respect to compliance with both MS4 and Consent Decree. Additional compliance activities related to the sanitary sewer and the CMOM Program are not included in this task order and are covered under a separate CMOM task order. Draft reports will be provided to the OWNER in January 2025, and again in July 2025, for OWNER review prior to submittal to EPA.

In addition, EPA correspondence is anticipated, and budget will include 36 hours for ENGINEER to review and respond to questions.

Task 7.2 MS4 Annual Report to CT DEEP

This task includes assisting the OWNER with the development and submittal of their 2024 MS4 Annual Report for submittal to CT DEEP. The report will provide a summary of the activities undertaken by the OWNER during the reporting period (January 2024 – December 2024) directed at achieving compliance with the MS4 Permit. It will also provide a description of expected activities to be performed by the OWNER over the next reporting period. A draft report will be provided to OWNER in February 2025 for review, with the final report due to CT DEEP by April 1, 2025.

2. Compensation and Invoicing

Compensation for Services of ENGINEER described in this Task Order will be lump sum for \$250,000, to be invoiced monthly based on approximate percent complete of tasks.

3. Time Schedule

The time periods for the performance of ENGINEER’s Services are as follows:

ENGINEER will perform the tasks between August 2024 and July 31, 2025. Tasks noted in the scope of work with specific MS4 permit requirement dates, will be completed by the requirement date as noted in the scope of work.

The following provides a schedule for each task described above based on the MS4 Permit schedule requirements and task dependencies:

Task	Description	Schedule
1	IDDE Plan Implementation (BMP 3-1)	August 2024 – June 2025
2	Dry Weather Outfall and Interconnection Inspections (BMP 3-7)	August 2024 – June 2025
3	Drainage Mapping (BMP 3-2)	August 2024 – June 2025
4	Wet Weather Outfall and Interconnection Sampling (BMP S-1, S-3, S-4)	March 2025 – July 2025
5	Project Management and Meetings	August 2024 – June 2025
6	GIS Data Management and Assistance	August 2024 – June 2025
7.1	CMOM Semi-Annual EPA Reporting	January 2025, July 2025

Task	Description	Schedule
1	IDDE Plan Implementation (BMP 3-1)	August 2024 – June 2025
7.2	MS4 Annual Report	January 2025 – April 2025

4. Terms and Conditions

The terms and conditions of the Agreement referred to above shall apply to this Task Order except to the extent expressly modified herein. In the event of any such modification, the modification shall be set forth below and the Article of the Agreement to be modified shall be specifically referenced. Modifications included in this Task Order are:

None.

5. Terms or Provisions in Conflict

If the provisions set forth in the Agreement are in conflict with the provisions set forth in this Task Order, the provisions of this Task Order shall govern.

None.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to be effective as of the date first above written.

OWNER

ENGINEER

Dorinda Borer
Mayor

Joseph L. Laliberte, P.E.
Senior Vice President

Address for giving notices:

Address for giving notices:

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

CDM Smith Inc.
101 E. River Drive, Suite 1A
East Hartford, CT 06108

Funds are available for the services herein.

Account No. _____

Date _____

Director of Finance

This contract is approved as to correctness of form.

Date _____

Corporation Counsel



Office of the Finance Director

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

MARB Contract Form

Contract Name	Task Order No.37 High Priority Areas Sewer Rehabilitation Program			
City Agency	Engineering			
Vendor Utilized	CDM Smith			
Address	75 State Street Suite 701			
City, State, Zip	Boston, MA 02109			
Procurement Process	<input type="checkbox"/> Bid/RFP [Enter the Bid No] <input type="checkbox"/> State Contract [Enter State Contract #] <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				
Quote No('s) if applicable				
Source of Funds	Clean Water Fund and CT DEEP Grant			
Quantity	0.00	Price Per:	\$0.00	Total Purchase Price \$1,200,000
Purpose of Transaction (Please give a detailed explanation for the purpose of the transaction. This should not be one / two sentences.	<p>This Task Order describes the Scope of Services, Time Schedule, Charges, and Payment Conditions for the Task Order known as: High Priority Areas Sewer Rehabilitation Program Contract 3 Design and Bidding Services (the "Project").</p> <p>The intent of completing high priority pipe rehabilitation is to reduce infiltration and inflow, minimize future wet weather bypasses, and decrease flows at the Water Pollution Control Facility and pump stations during wet weather conditions. Under Task Order 21, ENGINEER organized the remaining high priority pipes into a list for future phases of the High Priority Sewer Rehabilitation Program. This list was most recently revised in October 2023 and will be updated as needed. A design of the highest priority pipes will be included in this task order, Task Order 37. Criticality is based on the quick rating, proximity to consequential areas, and areas that contributed to past bypass events. Pipes that are not included for sewer rehabilitation under this task order or previous task orders may be included in a future sewer rehabilitation contract, pending CT DEEP approval and available City budget.</p>			
Department Submission [Name and Title]	Abdul Quadir, City Engineer			
Finance Review and Submission [Name and Title]	Kathy Chambers, MBA, MPA, Senior Buyer, Procurement Analyst			

**TASK ORDER NO. 37 TO
MASTER ENVIRONMENTAL SERVICES AGREEMENT
BETWEEN
OWNER AND ENGINEER**

This is Task Order No. 37 attached to and made part of the Agreement dated March 5, 2015, between CDM Smith Inc. (ENGINEER) and City of West Haven, Connecticut (OWNER).

This Task Order describes the Scope of Services, Time Schedule, Charges, and Payment Conditions for the Task Order known as: High Priority Areas Sewer Rehabilitation Program Contract 3 Design and Bidding Services (the "Project").

1. Scope of Services

The City of West Haven, CT owns approximately 153 miles of sanitary sewer. Since 2014, OWNER has Closed Circuit Television (CCTV) inspected approximately 124 miles of sanitary sewer. Under various task orders, ENGINEER has reviewed these inspections and gave each pipe a rating, priority, and recommendation. There are many pipe sections that ENGINEER recommended for rehabilitation or follow-up activities throughout the City.

The intent of completing high priority pipe rehabilitation is to reduce infiltration and inflow, minimize future wet weather bypasses, and decrease flows at the Water Pollution Control Facility and pump stations during wet weather conditions. Under Task Order 21, ENGINEER organized the remaining high priority pipes into a list for future phases of the High Priority Sewer Rehabilitation Program. This list was most recently revised in October 2023 and will be updated as needed. A design of the highest priority pipes will be included in this task order, Task Order 37. Criticality is based on the quick rating, proximity to consequential areas, and areas that contributed to past bypass events. Pipes that are not included for sewer rehabilitation under this task order or previous task orders may be included in a future sewer rehabilitation contract, pending CT DEEP approval and available City budget.

ENGINEER shall provide for OWNER the following specific Services:

TASK 1 – PIPE REHABILITATION DESIGN

ENGINEER shall complete bidding documents for Contract 3 of the High Priority Sewer Rehabilitation Program. ENGINEER will design up to 120,000 linear feet of sanitary sewer rehabilitation with a construction cost of approximately \$12.5 million. ENGINEER shall target a construction cost for the Base Bid of approximately \$10 million and the remaining sewer rehabilitation shall be in one or more bid alternatives. The final footage will be determined during the design phase and will be based on the type of rehabilitation required since the construction costs varies for cured-in-place pipe (CIPP) lining, CIPP spot liners, point repairs, and pipe replacement. Based on the initial data review, we anticipate there will be approximately 100,000 linear feet of CIPP lining, 25 CIPP spot repairs, and 150 point repairs/pipe replacements. ENGINEER shall compile the various pipe rehabilitation into a single set of contract documents (plans and specifications).

Some of the existing CCTV inspections are from 5 to 10 years ago and these pipes may need to be CCTV inspected again as part of this design. The pipes will be identified for the City to CCTV inspect. If the City does not have the capacity to perform the CCTV inspections, this Task Order includes a \$50,000 allowance to perform CCTV inspections with a subcontractor.

Contract Drawings – ENGINEER will prepare 24"x36" drawings for the sewer rehabilitation recommendations. The drawings will detail the limits of CIPP lining, point repairs, pipe replacements, and CIPP spot liners; and

any other pertinent construction information. Additionally, ENGINEER will have survey completed, including nearby utilities and pipe inverts, for up to 150 pipes (up to 45,000 ft) that will require point repairs or pipe replacement. Survey for up to 100 pipes will be performed by outside subcontractor B&B Engineers (WBE) and survey of up to 50 pipes will be performed by outside subcontractor Pereira Engineers (MBE). This information will be incorporated into drawings. Contract drawings will also include cover sheet, locus plan, legend and general notes and detail sheets. It is anticipated that there will be one cover page, one general plan sheet, 35 sewer rehabilitation sheets, 60 plan and profile point repair sheets, and three detail sheets. Contract drawings and specifications will be submitted to the City for review at 90 percent completion along with an estimate of most probable construction costs. The City's comments will be incorporated in the contract documents. The contract documents will then incorporate all final comments and the final deliverables will be submitted to the City for bidding purposes.

Contract Specifications – ENGINEER will develop technical specifications for applicable work. The specification will include applicable front-end section (instructions to bidder, contract, bid form, general conditions, supplemental general conditions), detailed technical specifications covering every item to be furnished by the contractor and appendices. CCTV inspection logs will be included in the appendix.

This task includes attending up to three progress meetings with the City. The progress meetings will be scheduled near the 30 percent, 60 percent, and 90 percent project milestones.

TASK 2 – BIDDING SERVICES

ENGINEER shall aid with bidding for Contract 3 of the High Priority Sewer Rehabilitation Program. All work will be performed as directed by the OWNER. ENGINEER shall provide up to forty hours of bidding related services. Services may include coordinating with OWNER's Purchasing Agent, preparing bid addendum (if necessary), reviewing and evaluating bid results, and providing a recommendation of award. An electronic file of the final bid documents will be provided in PDF format to be distributed to prospective bidders electronically. Two sets of hard copies of plans and specifications will be submitted to the OWNER.

2. Time Schedule

The time periods for the performance of ENGINEER's Services are as follows:

ENGINEER will complete the Task 1 Design Services within 9 months of authorization to proceed. Task 2 Bidding Services within 2 months of advertisement. The above durations are independent of DEEP and OWNER review periods.

3. Compensation and Invoicing

Compensation for Services of ENGINEER described in this Task Order will be on the following basis:

Task	Description	Budget	Payment Terms
Task 1	Design	\$757,000	Lump Sum
	Survey Allowance	\$387,500	Allowance
	CCTV Allowance	\$50,000	Allowance
Task 2	Bidding Services	\$5,500	Lump Sum
TOTAL		\$1,200,000	

4. Terms and Conditions

The terms and conditions of the Agreement referred to above shall apply to this Task Order except to the extent expressly modified herein. In the event of any such modification, the modification shall be set forth below and the Article of the Agreement to be modified shall be specifically referenced. Modifications included in this Task Order are:

None.

5. Terms or Provisions in Conflict

If the provisions set forth in the Agreement are in conflict with the provisions set forth in this Task Order, the provisions of this Task Order shall govern.

None.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to be effective as of the date first above written.

OWNER

Dorinda Borer
Mayor

Address for giving notices:

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

Funds are available for the services herein.

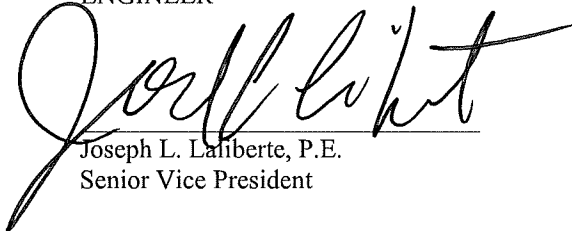
Account No. _____

Date _____

This contract is approved as to correctness of form.

Date _____

ENGINEER



Joseph L. Laiberte, P.E.
Senior Vice President

Address for giving notices:

CDM Smith Inc.
101 East River Drive, Suite 1A
East Hartford, Connecticut 06108

Director of Finance

Corporation Counsel

COST OF PRICE SUMMARY FOR SUBAGREEMENTS UNDER U.S. EPA GRANTS

Form Approved
OMB No. 158-RO144

(See accompanying instructions before completing this form)

PART 1 - GENERAL

1. GRANTEE City of West Haven, West Haven, Connecticut		2. GRANT NUMBER	
3. NAME OF CONTRACTOR OR SUBCONTRACTOR CDM Smith Inc.		4. DATE OF PROPOSAL June 13, 2024	
5. ADDRESS OF CONTRACTOR OR SUBCONTRACTOR (Include Zip Code) 101 East River Drive Suite 1A East Hartford, CT 06108		6. TYPE OF SERVICE TO BE FURNISHED Consulting Services High Priority Areas Contract 3 Design & Bidding Services Design and Bidding Task Order No. 37	

PART II - COST SUMMARY

7. DIRECT LABOR (Specify labor categories)	ESTI- MATED HOURS	HOURLY RATE	ESTIMATED COST	TOTAL
Project Officer	30	\$80.00	\$2,400.00	
Project Manager	100	\$75.00	\$7,500.00	
Construction Manager	20	\$60.00	\$1,200.00	
Project Engineer I	850	\$55.00	\$46,750.00	
Project Engineer III	3,400	\$32.00	\$108,800.00	
Drafter/GIS Technician	2,800	\$31.00	\$86,800.00	
Document Control Specialist	25	\$35.00	\$875.00	
Administration	180	\$30.00	\$5,400.00	
DIRECT LABOR TOTAL:				\$259,725
8. INDIRECT COSTS (Specify indirect cost pools)	RATE	X BASE =	ESTIMATED COST	
Direct Overhead, General & Administration	1.6185	\$259,725.00	\$420,364.91	
INDIRECT COSTS TOTAL:				\$420,365
9. OTHER DIRECT COSTS				
a. TRAVEL			ESTIMATED COST	
(1) TRANSPORTATION			\$500.00	
(2) PER DIEM				
TRAVEL SUBTOTAL:			\$500.00	
b. EQUIPMENT, MATERIALS, SUPPLIES (Specify Categories)		QTY	COST	ESTIMATED COST
Direct Expenses				\$300.00
EQUIPMENT SUBTOTAL:				\$300.00
c. SUBCONTRACTS			ESTIMATED COST	
Pereira Engineering (MBE) - Surveying			\$137,500.00	
B&B Engineering (WBE) - Surveying			\$250,000.00	
National Water Main Cleaning Company - CCTV Inspections			\$50,000.00	
SUBCONTRACTS SUBTOTAL:			\$437,500.00	
d. OTHER (Specify Categories)			ESTIMATED COST	
OTHER SUBTOTAL:				
e. OTHER DIRECT COSTS TOTAL:				\$438,300
10. TOTAL ESTIMATED COST				\$1,118,390
11. PROFIT				\$81,610
12. TOTAL PRICE				\$1,200,000



Office of the Finance Director

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

MARB Contract Form

Contract Name	Task Order No.43 Capacity, Management, Operations, and Maintenance (CMOM Consent)			
City Agency	Engineering			
Vendor Utilized	CDM Smith			
Address	75 State Street Suite 701			
City, State, Zip	Boston, MA 02109			
Procurement Process	<input type="checkbox"/> Bid/RFP [Enter the Bid No] <input type="checkbox"/> State Contract [Enter State Contract #] <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				
Quote No('s) if applicable				
Source of Funds	Water Pollution Control Authority			
Quantity	0.00	Price Per:	\$0.00	Total Purchase Price \$250,000.00
Purpose of Transaction (Please give a detailed explanation for the purpose of the transaction. This should not be one / two sentences.)	<p>This Task Order describes the Scope of Services, Time Schedule, Charges, and Payment Conditions for the Task Order known as: MS4 Permit Compliance Assistance, for the Fiscal Year 2025, from August 2024 through July 2025 (the "Project").</p> <p>As part of the Connecticut Department of Energy and Environmental Protection (CT DEEP) General Permit for Discharge of Stormwater from Small Municipal Separated Storm Sewer Systems (MS4) requirements, the OWNER is required to implement the Illicit Discharge Detection and Elimination (IDDE) Plan and continue with IDDE investigations. The purpose of IDDE investigations is to identify and eliminate non-stormwater discharges, which may include animal wastes, fertilizers, illegal dumping in storm drains, sewage, leaves, or industrial and commercial waste.</p> <p>This payment has been continuous as part of a consent decree with EPA.</p>			
Department Submission [Name and Title]	Abdul Quadir, City Engineer			
Finance Review and Submission [Name and Title]	Kathy Chambers, MBA, MPA, Senior Buyer, Procurement Analyst			

**TASK ORDER NO. 43 TO
MASTER ENVIRONMENTAL SERVICES AGREEMENT
BETWEEN
OWNER AND ENGINEER**

This is Task Order No. 43 attached to and made part of the Agreement dated March 5, 2015, between CDM Smith Inc. (ENGINEER) and City of West Haven, Connecticut (OWNER).

This Task Order describes the Scope of Services, Time Schedule, Charges, and Payment Conditions for the Task Order known as: Capacity, Management, Operations, and Maintenance (CMOM Consent) Decree Compliance, Fiscal Year 2025 (the "Project").

1. Scope of Services

ENGINEER shall provide for OWNER the following specific Services:

TASK 1 – CCTV DEFECT CODING AND RECOMMENDATIONS

OWNER is currently utilizing National Association of Sewer System Companies (NASSCO) Pipeline Assessment and Certification Program (PACP) standards to code observed defects. ENGINEER will review CCTV footage provided by the City every month. While observing each video, ENGINEER will review and update (if applicable) the City's NASSCO PACP coding and then ENGINEER will create an inspection log. ENGINEER will also document corresponding recommendations while reviewing videos. Coded defects will be compiled in a database for future reference. ENGINEER has budget for coding video, reviewing, and providing recommendations (if any) for up to 70,000 linear feet of pipe (it is estimated that 10,000 linear feet will be counted towards calendar year 2024 requirement, 60,000 linear feet will be counted towards calendar year 2025 requirement).

This Task Order also includes a \$50,000 allowance to perform cleaning and CCTV inspections with a subcontractor. The locations will focus on larger diameter pipes that the City isn't able to clean and CCTV inspect due to lacking the proper equipment. The specific locations and footage will be determined and approved by the City at a later date.

TASK 2 – FATS, OILS, AND GREASE (FOG) INSPECTIONS

ENGINEER will provide assistance with the City's ongoing FOG program. This may include tracking Food Preparation Establishments (FPEs) that are out of compliance with the City's FOG Ordinance, creating and sending letters to FPEs that are out of compliance, and follow-up inspections and communications with the FPE owner. This may also include entering FOG door hanger information into GIS, coordination with City's Compliance Inspector, and assistance with managing and/or distributing FOG permit applications and FOG permits. All work will be performed as directed by the OWNER. ENGINEER shall provide up to 60 hours of assistance.

TASK 3 – CONSENT DECREE (CD) REPORTS ON COMPLIANCE

ENGINEER will assist OWNER by preparing reports on compliance for the two semi-annual reports as required in the CD, which are due on January 30, 2025 and July 30, 2025.

Reports will include a written notice of compliance for actions required by the CD, including both sanitary sewer CMOM activities and Municipal Separate Storm Sewer System (MS4) compliance activities. Stormwater MS4 compliance activities will be included under the same compliance reports, but the cost will be included in a separate Task Order. The reports will contain a summary of the status and progress of all remedial measures required by the CD including:

- a. A graphical and tabular listing of all bypasses that occurred in the previous six months.
- b. A description of activities undertaken during the reporting period directed at achieving compliance including FOG-related, cleaning, CCTV, and inspection activities.
- c. MS4 stormwater permit compliance activities (reporting will be included under same report but cost will be included under a separate Task Order).
- d. A summary of all plans, reports and other deliverables required by the CD that were completed and submitted.
- e. A description of expected activities to be undertaken during the next reporting period.

TASK 4 – PROGRESS MEETINGS AND PROJECT MANAGEMENT

ENGINEER shall conduct four progress meetings with OWNER to review compliance activities conducted during the previous three months, plan activities for the next three months, and exchange data if applicable. Prior to the next meeting, ENGINEER will PACP code the CCTV footage and map all activities in GIS. ENGINEER assumed two attendees for four meetings.

TASK 5 – GIS UPDATES AND ADDITIONAL SERVICES

ENGINEER will assist OWNER with the following tasks related to GIS:

Task 5.1 – Field Verifications

ENGINEER shall provide up to 32 hours total (16 hours each for two people) to assist with field verification of sewer manholes throughout the City. ENGINEER shall work with OWNER to determine these locations and will add or modify the corresponding manholes and pipes as necessary.

Task 5.2 – Additional GIS Services

ENGINEER shall assist OWNER with purchasing an additional year of the ArcGIS Online Subscription Plan. The cost for a year of service for up to five users for Creator licenses is also included in this task. Additional ArcGIS service after this year will need to be provided in a future Task Order or purchased separately by OWNER. ENGINEER shall update and maintain previously set up mapping and electronic forms for cleaning and CCTV inspections on two iPads that have been previously purchased by OWNER. ENGINEER will coordinate annually with New England GeoSystems to provide current sanitary sewer system GIS layers.

TASK 6 – SEWER LINE RAPID ASSESSMENT TOOL (SL-RAT) INSPECTIONS

ENGINEER will utilize a SL-RAT device to assess the sewer lines in the 8-inch to 12-inch diameter range. ENGINEER will focus on SL-RAT inspecting pipes that are difficult for OWNER to access for CCTV inspections. ENGINEER will utilize a two-person crew in the field to assess up to 14 days of SL-RAT inspections with two people, which is estimated to be approximately 60,000 linear feet of pipe.

ENGINEER will prepare a tabular summary indicating the manhole to manhole designation of each section tested and the rating of the pipe. ENGINEER will also prepare a GIS map including the segments tested and the rating of each pipe, along with a recommendation for follow-up cleaning and/or CCTV inspection by City or subcontractor.

2. Time Schedule

The time periods for the performance of ENGINEER's Services are as follows:

ENGINEER will conduct the services described herein between July 1, 2024 and June 30, 2025.

3. Compensation and Invoicing

Compensation for Services of ENGINEER described in this Task Order will be on the following basis:

The ENGINEER agrees to perform Basic Services as described above in this Task Order as follows for the Lump Sum fee of \$250,000.

4. Terms and Conditions

The terms and conditions of the Agreement referred to above shall apply to this Task Order except to the extent expressly modified herein. In the event of any such modification, the modification shall be set forth below and the Article of the Agreement to be modified shall be specifically referenced. Modifications included in this Task Order are:

None.

5. Terms or Provisions in Conflict

If the provisions set forth in the Agreement are in conflict with the provisions set forth in this Task Order, the provisions of this Task Order shall govern.

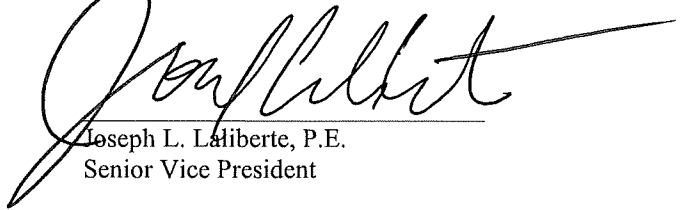
None.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to be effective as of the date first above written.

OWNER

ENGINEER

Dorinda Borer
Mayor



Joseph L. Laliberte, P.E.
Senior Vice President

Address for giving notices:

Address for giving notices:

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

CDM Smith Inc.
101 E. River Drive, Suite 1A
East Hartford, Connecticut 06108

Funds are available for the services herein.

Account No. _____

Date _____

Director of Finance

This contract is approved as to correctness of form.

Date _____

Corporation Counsel



Office of the Finance Director

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

MARB Contract Form

Contract Name	Beach Street Roadway Improvements Phase 2				
City Agency	Engineering				
Vendor Utilized	Laydon Industries				
Address	299 Terminal Lane				
City, State, Zip	New Haven CT 06519				
Procurement Process	<input checked="" type="checkbox"/> Bid/RFP [2023-08] <input type="checkbox"/> State Contract [Enter State Contract #] <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	6 Attached Sheet				
Quote No('s) if applicable					
Source of Funds	Bonding and Grant Funds (DECD)				
Quantity	0.00	Price Per:	\$0.00	Total Purchase Price 5,340,615.30	\$465,925.89
Purpose of Transaction (Please give a detailed explanation for the purpose of the transaction. This should not be one / two sentences.	The change order increase for the contract is to cover additional construction and improvements to be completed on the Beach Street Project, which will be referred to as Phase 2.				
Department Submission [Name and Title]	Abdul Quadir, City Engineer				
Finance Review and Submission [Name and Title]	Kathy Chambers, Senior Buyer, Procurement Analyst				



**CITY OF WEST HAVEN
FINANCE DEPARTMENT
355 MAIN STREET, 3RD FLOOR
WEST HAVEN, CONNECTICUT 06516**

**DAVID TAYLOR
DIRECTOR OF FINANCE**

**PHONE 203-937-3620
FAX: 203-937-3621**

April 14, 2023

Laydon Industries
299 Terminal Lane
New Haven, CT 06519
Attn: Ms. L. Christine Laydon

RE: 2023-08 Beach Street Roadway Improvements – Phase 2

Dear Ms. Laydon,

We are pleased to inform you that Laydon Industries, Inc. has been awarded the following bid: **2023-08 Beach Street Roadway Improvements – Phase 2.**

Congratulations! If you should have any questions or concerns, please contact me at (203) 937-3529.

Sincerely,

Tammy O'Connell

Tammy O'Connell
Procurement Specialist

BEACH STREET ROADWAY IMPROVEMENTS PHASE 2

West Haven, Connecticut

BID PROPOSAL

<i>Item No.</i>	<i>Description and Unit Price Written in Words and Figures</i>	<i>Unit</i>	<i>Qty</i>	<i>Computed Total</i>
0201001	A Clearing and Grubbing, per Lump Sum One Hundred Sixty Five Thousand Dollars and Zero cents (\$ 165,000.00)	LS	LS	\$ 165,000.00
0201020	A Remove and Reset Wood Fence One Hundred Sixty Dollars and Zero cents (\$ 160.00)	LF	50	\$ 8,000.00
0202000	Earth Excavation, per Cubic Yard Eight Dollars and Zero cents (\$ 8.00)	CY	12,300	\$ 98,400.00
0202451	A Test Pit, per Cubic Yard Two Hundred Ten Dollars and Zero cents (\$ 210.00)	CY	10	\$ 2,100.00
0202512	Cut Concrete Sidewalk, per Linear Foot Twelve Dollars and Zero cents (\$ 12.00)	LF	20	\$ 240.00
0202529	Cut Bituminous Concrete Pavement, per Linear Foot Two Dollars and Seventy Five cents (\$ 2.75)	LF	1,490	\$ 4,097.50
0204151	A Handling Water One hundred Thousand Dollars and Zero cents (\$ 100,000.00)	LS	LS	\$ 100,000.00
0207000	Borrow, per Cubic Yard Thirteen Dollars and Zero cents (\$ 13.00)	CY	42,300	\$ 549,900.00
0207150	A Lightweight Fill, per Cubic Yard One Hundred Fifty Dollars and Zero cents (\$ 150.00)	CY	3,100	\$ 465,000.00

BEACH STREET ROADWAY IMPROVEMENTS PHASE 2

West Haven, Connecticut

BID PROPOSAL

Item No.	Description and Unit Price Written in Words and Figures	Unit	Qty	Computed Total
0208602	Sand, per Cubic Yard Forty Four _____ Dollars and Zero _____ cents (\$ 44.00 _____)	CY	2,000	\$ 88,000.00
0209001	Formation of Subgrade, per Square Yard Two _____ Dollars and Ninety Five _____ cents (\$ 2.95 _____)	SY	16,000	\$ 47,200.00
0219003	Sediment Control System, per Linear Foot Seven _____ Dollars and Seventy _____ cents (\$ 7.70 _____)	LF	7,000	\$ 53,900.00
0219011	A Sediment Control System at Catch Basin, per Each Two Hundred Sixty _____ Dollars and Zero _____ cents (\$ 260.00 _____)	EA	20	\$ 5,200.00
0305001	Processed Aggregate Base , per Cubic Yard Thirty Seven _____ Dollars and Fifty _____ cents (\$ 37.50 _____)	CY	5,990	\$ 224,625.00
0401025	A Stenciled Concrete Pavement, per Square Foot Twenty Eight _____ Dollars and Zero _____ cents (\$ 28.00 _____)	SF	990	\$ 27,720.00
0406002	Temporary Paavement, per Square Yard Sixty Seven _____ Dollars and Zero _____ cents (\$ 67.00 _____)	SY	130	\$ 8,710.00
0406171	HMA S0.5, per Ton One Hundred Twenty Five _____ Dollars and Zero _____ cents (\$ 125.00 _____)	TON	2,700	\$ 337,500.00
0406172	HMA S0.375, per Ton One Hundred Thirty Three _____ Dollars and Zero _____ cents (\$ 133.00 _____)	TON	600	\$ 79,800.00

BEACH STREET ROADWAY IMPROVEMENTS PHASE 2

West Haven, Connecticut

BID PROPOSAL

Item No.	Description and Unit Price Written in Words and Figures	Unit	Qty	Computed Total
0406236	Material for Tack Coat, per Gallon Six _____ Dollars and <u>Twenty</u> cents (\$ <u>6.20</u>)	GAL	1,300	\$ 8,060.00
0406999	A Asphalt Adjustment Cost, Estimated Cost Thirty Thousand _____ Dollars and <u>00/100</u> cents (\$ <u>30,000.00</u>)	EST	EST	\$ 30,000.00
0506001	Concrete For Steps and Copings, per Cubic Yard Two Thousand One Hundred _____ Dollars and <u>Zero</u> cents (\$ <u>2,100.00</u>)	CY	30	\$ 63,000.00
0586001.10	Type "C" Catch Basin, 0' - 10' Deep, per Each Forty Five Hundred _____ Dollars and <u>Zero</u> cents (\$ <u>4,500.00</u>)	EA	17	\$ 76,500.00
0586040.10	Type "C-L" Catch Basin, 0' - 10' Deep, per Each Forty Five Hundred _____ Dollars and <u>Zero</u> cents (\$ <u>4,500.00</u>)	EA	1	\$ 4,500.00
0586760	Type "C-L" Catch Basin Top, per Each Five Hundred Eighty Five _____ Dollars and <u>Zero</u> cents (\$ <u>585.00</u>)	EA	1	\$ 585.00
0586501.06	Manhole (6' Diameter) - 0' - 10' Deep, per Each Twelve Thousand _____ Dollars and <u>Zero</u> cents (\$ <u>12,000.00</u>)	EA	1	\$ 12,000.00
0586600	Reset Catch Basin, per Each Twelve Hundred Eighty _____ Dollars and <u>Zero</u> cents (\$ <u>1,280.00</u>)	EA	3	\$ 3,840.00
0586801	Yard Drain, per Each Eighteen Hundred _____ Dollars and <u>Zero</u> cents (\$ <u>1,800.00</u>)	EA	2	\$ 3,600.00

BEACH STREET ROADWAY IMPROVEMENTS PHASE 2
West Haven, Connecticut
BID PROPOSAL

<i>Item No.</i>	<i>Description and Unit Price Written in Words and Figures</i>	<i>Unit</i>	<i>Qty</i>	<i>Computed Total</i>
0586790.10	Remove Drainage Structure, 0' - 10' Deep, per Each Twelve Hundred _____ Dollars and Zero _____ cents (\$ 1,200.00 _____)	EA	8	\$ 9,600.00
0609007 A	Timber Planter, per Each Thirty Five Hundred _____ Dollars and Zero _____ cents (\$ 3,500.00 _____)	EA	8	\$ 28,000.00
0651001	Bedding Material (No. 3 Crushed Stone), per Cubic Yard Seventy One _____ Dollars and Zero _____ cents (\$ 71.00 _____)	CY	600	\$ 42,600.00
0686000.15	15" R.C. Pipe, 0' - 10' Deep, per Linear Foot Seventy _____ Dollars and Zero _____ cents (\$ 70.00 _____)	LF	1,820	\$ 127,400.00
0686000.36	36" R.C. Pipe, 0' - 10' Deep, per Linear Foot Two Hundred Forty _____ Dollars and Zero _____ cents (\$ 240.00 _____)	LF	16	\$ 3,840.00
0686230.12	12" High Density Polyethylene Pipe (Smooth Interior), per Linear Foot Seventy Two _____ Dollars and Zero _____ cents (\$ 72.00 _____)	LF	70	\$ 5,040.00
0703011	Intermediate RipRap, per Cubic Yard One Hundred Six _____ Dollars and Zero _____ cents (\$ 106.00 _____)	CY	880	\$ 93,280.00
0714999 A	Monitor Structures, per Lump Sum Forty Thousand _____ Dollars and Zero _____ cents (\$ 40,000.00 _____)	LS	LS	\$ 40,000.00
0755009	Geotextile, per Square Yard Three _____ Dollars and Twelve _____ cents (\$ 3.12 _____)	SY	4,800	\$ 14,976.00

BEACH STREET ROADWAY IMPROVEMENTS PHASE 2
West Haven, Connecticut
BID PROPOSAL

<i>Item No.</i>	<i>Description and Unit Price Written in Words and Figures</i>	<i>Unit</i>	<i>Qty</i>	<i>Computed Total</i>
0811001	Concrete Curbing, per Linear Foot Forty Two _____ Dollars and Zero _____ cents (\$ 42.00 _____)	LF	5,300	\$ 222,600.00
0910052 A	Merritt Parkway Guiderail, per Linear Foot One Hundred Five _____ Dollars and Zero _____ cents (\$ 105.00 _____)	LF	750	\$ 78,750.00
0911476 A	Merritt Parkway End Anchorage - Type I, per Each Sixty Eight Hundred _____ Dollars and Zero _____ cents (\$ 6,800.00 _____)	EA	2	\$ 13,600.00
0912503	Remove Metal Beam Rail, per Linear Foot Five _____ Dollars and Fifty _____ cents (\$ 5.50 _____)	LF	300	\$ 1,650.00
0913027	Remove and Relocate Chain Link Fence, per Linear Foot Seventy Five _____ Dollars and Zero _____ cents (\$ 75.00 _____)	LF	300	\$ 22,500.00
0913805	Relocate Gate, per Each Thirty Two Hundred _____ Dollars and Zero _____ cents (\$ 3,200.00 _____)	EA	2	\$ 6,400.00
0913850	High Visibility Safety Fence, per Linear Foot Seven _____ Dollars and Forty _____ cents (\$ 7.40 _____)	LF	1,800	\$ 13,320.00
0914001	Metal Handrail, per Linear Foot Four Hundred Seven _____ Dollars and Zero _____ cents (\$ 407.00 _____)	LF	230	\$ 93,610.00
0921001	Concrete Sidewalk, per Square Foot Fifteen _____ Dollars and Zero _____ cents (\$ 15.00 _____)	SF	14,900	\$ 223,500.00

BEACH STREET ROADWAY IMPROVEMENTS PHASE 2

West Haven, Connecticut

BID PROPOSAL

Item No.	Description and Unit Price Written in Words and Figures	Unit	Qty	Computed Total
0921007	Special Concrete Sidewalk, per Square Foot Sixteen Dollars and Zero cents (\$ 16.00)	SF	5,700	\$ 91,200.00
0921005	Concrete Sidewalk Ramp, per Square Foot Twenty Three Dollars and Zero cents (\$ 23.00)	SF	340	\$ 7,820.00
0921039	Detectable Warning Strip, per Each Eight Hundred Twenty Dollars and Zero cents (\$ 820.00)	EA	6	\$ 4,920.00
0922501	Bituminous Concrete Driveway, per Square Yard Forty Five Dollars and Zero cents (\$ 45.00)	SY	200	\$ 9,000.00
0922503	Gravel Driveway, per Square Yard Thirteen Dollars and Thirty cents (\$ 13.30)	SY	4,700	\$ 62,510.00
0924002	Concrete Driveway Ramp, per Cubic Yard Five Hundred Dollars and Zero cents (\$ 500.00)	CY	30	\$ 15,000.00
0942001	Calcium Chloride for Dust Control, per Ton Seven Hundred Eighty Dollars and Zero cents (\$ 780.00)	TON	5	\$ 3,900.00
0944000	Furnishing and Placing Topsoil, per Square Yard Ten Dollars and Thirty cents (\$ 10.30)	SY	15,500	\$ 159,650.00
0949998.1	Echinacea Pupurea "White Swan", "White Swan Cone Flower", per Each Twenty Four Dollars and Zero cents (\$ 24.00)	Ea	30	\$ 720.00

BEACH STREET ROADWAY IMPROVEMENTS PHASE 2
West Haven, Connecticut
BID PROPOSAL

<i>Item No.</i>	<i>Description and Unit Price Written in Words and Figures</i>	<i>Unit</i>	<i>Qty</i>	<i>Computed Total</i>
0949998.2	Petunia "Easy Wave Yellow", "Easy Wave Yellow Petunia", per Each Forty-Four Dollars and Zero cents (\$ 44.00)	Ea	4	\$ 176.00
0949998.3	Clethra Alnifolia, "Sugartina Crystalina", "Sugartina Crystalina Summersweet", per Each Ninety Dollars and Zero cents (\$ 90.00)	Ea	6	\$ 540.00
0949998.4	Clethra Alnifolia, "Hummingbird", "Hummingbird Summersweet", per Each Sixty-Seven Dollars and Zero cents (\$ 67.00)	Ea	3	\$ 201.00
0949998.5	Echinacea Pupurea, "Purple Cone Flower", per Each Thirty-One Dollars and Zero cents (\$ 31.00)	Ea	41	\$ 1,271.00
0949998.6	Ilex Glabra, "Gembox", "Gembox Inkberry", per Each Ninety Dollars and Zero cents (\$ 90.00)	Ea	29	\$ 2,610.00
0949998.7	Solidago Dansolitlem, "Little Lemon Goldenrod", per Each Fifty-Three Dollars and Zero cents (\$ 53.00)	Ea	35	\$ 1,855.00
0949998.8	Rosa Virginia, "Virginia Rose", per Each Sixty Dollars and Zero cents (\$ 60.00)	Ea	19	\$ 1,140.00
0949998.9	Sedum "Autumn Joy", "Autumn Joy Sedum", per Each Twenty-Eight Dollars and Zero cents (\$ 28.00)	Ea	91	\$ 2,548.00
0949998.10	Rudbeckia Fulgida "American Gold Rush", "American Gold Rush Black Eyed Susan", per Each Thirty-Seven Dollars and Zero cents (\$ 37.00)	Ea	61	\$ 2,257.00

**BEACH STREET ROADWAY IMPROVEMENTS PHASE 2
West Haven, Connecticut**

BID PROPOSAL

<i>Item No.</i>	<i>Description and Unit Price Written in Words and Figures</i>	<i>Unit</i>	<i>Qty</i>	<i>Computed Total</i>
0949998.11	Aster Novae-Angliae "Purple Dome", "Purple Dome Aster", per Each <u>Thirty Three</u> Dollars and <u>Zero</u> cents (\$ <u>33.00</u>)	Ea	42	\$ 1,386.00
0949998.12	Asclepis Tuberosa, "Butterflyweed", per Each <u>Forty</u> Dollars and <u>Zero</u> cents (\$ <u>40.00</u>)	Ea	83	\$ 3,320.00
0949998.13	Agastache "Blue Fortune", "Blue Fortune Hyssop", per Each <u>Thirty Five</u> Dollars and <u>Zero</u> cents (\$ <u>35.00</u>)	Ea	53	\$ 1,855.00
0949998.14	Ageratum Houstonianum, "Bluemink", per Each <u>Fifty-Five</u> Dollars and <u>Zero</u> cents (\$ <u>55.00</u>)	Ea	4	\$ 220.00
0949998.15	Phlox Subulata "Purple Beauty", "Purple Beauty Creeping Phlox", per Each <u>Thirty Two</u> Dollars and <u>Zero</u> cents (\$ <u>32.00</u>)	Ea	16	\$ 512.00
0949998.16	Phlox Subulata, "Candystripe", "Candystripe Creeping Phlox", per Each <u>Thirty-Two</u> Dollars and <u>Zero</u> cents (\$ <u>32.00</u>)	Ea	6	\$ 192.00
0950005	Turf Establishment, per Square Yard <u>Two</u> Dollars and <u>Sixty-Eight</u> cents (\$ <u>2.68</u>)	SY	10,500	\$ 28,140.00
0950016 A	Turf Establishment (New England Showy Wildflower Mix), per Square Yard <u>Three</u> Dollars and <u>Thirty</u> cents (\$ <u>3.30</u>)	SY	6,600	\$ 21,780.00
0950202 A	Shoreline Grass Establishment (American Beach Grass), per Square Yard <u>Thirteen</u> Dollars and <u>Zero</u> cents (\$ <u>13.00</u>)	SY	4,330	\$ 56,290.00

**BEACH STREET ROADWAY IMPROVEMENTS PHASE 2
West Haven, Connecticut**

BID PROPOSAL

<i>Item No.</i>	<i>Description and Unit Price Written in Words and Figures</i>	<i>Unit</i>	<i>Qty</i>	<i>Computed Total</i>
0969060	A Construction Field Office, Small, per Month Three Thousand Eight Hundred Forty Dollars and Zero cents (\$ 3,840.00)	MO	10	\$ 38,400.00
0970006	Trafficperson (Municipal Police Officer), Estimated Cost Forty-Four Thousand One Hundred Dollars and 00/100 cents (\$ 44,100.00)	EST	EST	\$ 44,100.00
0971001	A Maintenance and Protection of Traffic, per Lump Sum Two Hundred Eighty Thousand Dollars and Zero cents (\$ 280,000.00)	LS	LS	\$ 280,000.00
0975004	Mobilization and Project Closeout, per Lump Sum Two Hundred Ninety-Five Thousand Dollars and Zero cents (\$ 295,000.00)	LS	LS	\$ 295,000.00
0976002	Barricade Warning Lights - High Intensity Zero Dollars and Ninety cents (\$ 0.90)	DAY	2,120	\$ 1,908.00
0978002	Traffic Drum, per Each Ninety-Four Dollars and Zero cents (\$ 94.00)	EA	32	\$ 3,008.00
0979003	Construction Barricade - Type III, per Each One Hundred Forty-Five Dollars and Zero cents (\$ 145.00)	EA	20	\$ 2,900.00
0980001	A Construction Surveying, per Lump Sum Seventy Thousand Dollars and Zero cents (\$ 70,000.00)	LS	LS	\$ 70,000.00
0981100	42" Traffic Cones, per Each Forty-Five Dollars and Zero cents (\$ 45.00)	EA	20	\$ 900.00

BEACH STREET ROADWAY IMPROVEMENTS PHASE 2
West Haven, Connecticut
BID PROPOSAL

<i>Item No.</i>		<i>Description and Unit Price Written in Words and Figures</i>	<i>Unit</i>	<i>Qty</i>	<i>Computed Total</i>
0992090	A	Bench, per Each Three Thousand Nine Hundred _____ Dollars and Zero _____ cents (\$ 3,900.00)	EA	3	\$ 11,700.00
1206023	A	Removal and Relocation of Existing Signs, per Lump Sum One Thousand Six Hundred _____ Dollars and Zero _____ cents (\$ 1,600.00)	LS	LS	\$ 1,600.00
1206091	A	Relocate Decorative Sign, per Each Four Thousand Four Hundred _____ Dollars and Zero _____ cents (\$ 4,400.00)	EA	1	\$ 4,400.00
1208932		Sign Face - Sheet Aluminum (Type IV Retroreflective Sheeting), per Square Foot One Hundred Twenty-Four _____ Dollars and Zero _____ cents (\$ 124.00)	SF	160	\$ 19,840.00
1210101		4" White Epoxy Resin Pavement Markings, per Linear Foot Zero _____ Dollars and Sixty One _____ cents (\$ 0.61)	LF	8,800	\$ 5,368.00
1210102		4" Yellow Epoxy Resin Pavement Markings, per Linear Foot Zero _____ Dollars and Sixty One _____ cents (\$ 0.61)	LF	5,700	\$ 3,477.00
1210105		Epoxy Resin Pavement Markings, Symbols and Legends, per Square Foot Five _____ Dollars and Thirty _____ cents (\$ 5.00 ^{30 SMC})	SF	800	\$ 4,240.00
1220027	A	Construction Signs, per Square Foot Eleven _____ Dollars and Zero _____ cents (\$ 11.00)	SF	350	\$ 3,850.00
1303196	A	Relocate Hydrant, per Each Eight Thousand _____ Dollars and Zero _____ cents (\$ 8,000.00)	EA	1	\$ 8,000.00

**BEACH STREET ROADWAY IMPROVEMENTS PHASE 2
West Haven, Connecticut**

BID PROPOSAL

<i>Item No.</i>		<i>Description and Unit Price Written in Words and Figures</i>	<i>Unit</i>	<i>Qty</i>	<i>Computed Total</i>
1303400	A	Water Service (Complete)(Water Main) Eight Thousand Two Hundred Dollars and Zero cents (\$ 8,200.00)	EA	1	\$ 8,200.00
1403501	A	Reset Manhole (Sanitary Sewer), per Each One Thousand Four Hundred Ninety-Two Dollars and Zero cents (\$ 1,492.00)	EA	3	\$ 4,476.00

TOTAL BID \$ 4,800,523.50

Written in Words

Four Million Eight Hundred Thousand Five Hundred Twenty Three dollars and Fifty cents

PROJECT: Beach Street Roadway Improvements Phase 2
West Haven, Connecticut

CHANGE ORDER No: 4
DATE: 6/10/2024

CONTRACTOR: Laydon Industries
(Name)
299 Terminal Lane
New Haven, CT 06519
(Address)

CONTRACT DATE: 1/10/2024

THE CONTRACT IS CHANGED AS FOLLOWS:

Add the Following Quantities:

201020A	Remove and Reset Wood Fence	33	LF	\$160.00	\$	5,280.00
202000	Earth Excavation	-4024	CY	\$8.00	\$	(32,189.52)
202451A	Test Pit	21	CY	\$210.00	\$	4,410.00
202512	Cut Concrete Sidewalk	-3	LF	\$12.00	\$	(36.00)
202529	Cut Bituminous Concrete Pavement	212	LF	\$2.75	\$	583.00
207000	Borrow	5325	CY	\$13.00	\$	69,218.50
207150A	Lightweight Fill	23	CY	\$150.00	\$	3,450.00
208602	Sand	-740	CY	\$44.00	\$	(32,542.84)
209001	Formation of Subgrade	-1096	SY	\$2.95	\$	(3,233.20)
219003	Sediment Control System	-678	LF	\$7.70	\$	(5,220.60)
305001	Processed Aggregate Base	3268	CY	\$37.50	\$	122,550.75
406002	Temporary Pavement	-123	SY	\$67.00	\$	(8,207.50)
406171	HMA S0.5	-141	Ton	\$125.00	\$	(17,676.25)
406172	HMA S0.375	83	Ton	\$133.00	\$	10,984.47
406236	Material For Tack Coat	-1300	Gal	\$6.20	\$	(8,060.00)
406999A	Asphalt Adjustment Cost	-30000	Est	\$1.00	\$	(30,000.00)
506001	Concrete For Steps and Copings	51	CY	\$2,100.00	\$	107,100.00
586001.1	Type "C" Catch Basin 0'-10' Deep	1	EA	\$4,500.00	\$	4,500.00
586040.1	Type "C-L" Catch Basin 0'-10' Deep	1	EA	\$4,500.00	\$	4,500.00
586760	Type "C-L" Catch basin top	-1	EA	\$585.00	\$	(585.00)
586600	Reset Catch Basin	-2	EA	\$1,280.00	\$	(2,560.00)
586790.1	Remove Drainage Structure 0'-10' Deep	1	EA	\$1,200.00	\$	1,200.00
609007A	Timber Planter	8	EA	\$3,500.00	\$	28,000.00
651001	Bedding Material (No. 3 Crushed Stone)	-393	CY	\$71.00	\$	(27,903.00)
686000.15	15" RC Pipe, 0'-10' Deep	-11	LF	\$70.00	\$	(735.00)
686230.12	12" HDPE Pipe (Smooth Interior)	2	LF	\$72.00	\$	144.00
703011	Intermediate RipRap	46	CY	\$106.00	\$	4,876.00
755009	Geotextile	-1132	SY	\$3.12	\$	(3,531.84)
811001	Concrete Curbing	216	LF	\$42.00	\$	9,072.00
910052A	Merritt Parkway Guiderrail	1349	LF	\$105.00	\$	141,645.00
911478A	Merritt Parkway End Anchorage - Type I	9	EA	\$6,800.00	\$	61,200.00
912503	Remove Metal Beam Rail	475	LF	\$5.50	\$	2,612.50
913027	Remove and Reset Chain Link Fence	90	LF	\$75.00	\$	6,750.00
913850	High Visibility Safety Fence	-132	LF	\$7.40	\$	(976.80)
914001	Metal Handrail	212	LF	\$407.00	\$	86,284.00
921001	Concrete Sidewalk	902	SF	\$15.00	\$	13,522.50
921005	Concrete Sidewalk Ramp	321	SF	\$23.00	\$	7,381.39
921007	Special Concrete Sidewalk	-2365	SF	\$16.00	\$	(37,840.00)
921039	Detectable Warning Strip	6	EA	\$820.00	\$	4,920.00
922501	Bituminous Concrete Driveway	113	SY	\$45.00	\$	5,085.00
922503	Gravel Driveway	-175	SY	\$13.30	\$	(2,321.52)
924002	Concrete Driveway Ramp	10	SF	\$500.00	\$	5,000.00
942001	Calcium Chloride For Dust Control	-5	Ton	\$780.00	\$	(3,900.00)
944000	Furnishing and Placing Topsoil	1167	SY	\$10.30	\$	12,016.50

949998.4	"Humminbird Summersweet"	-3	EA	\$67.00	\$	(201.00)
949998.6	"Gembox Inkberry"	-2	EA	\$90.00	\$	(180.00)
949998.15	"Purple Beaty Creeping Phlox"	-16	EA	\$32.00	\$	(512.00)
949998.16	"Candystripe Creeping Phlox"	-6	EA	\$32.00	\$	(192.00)
950005	Turf Establsihment	-3833	SY	\$2.68	\$	(10,273.35)
950016A	Turf Establishment (NE Wildflower Mix)	3400	SY	\$3.30	\$	11,219.97
969060A	Construction Field Office	-1	Mo	\$3,840.00	\$	(3,840.00)
970006	Traffeperson (Municipal Polie Officer)	-1	Est	\$44,100.00	\$	(42,336.00)
976002	Barricade Warning Lights - High Intensity	407		\$0.90	\$	366.30
978002	Traffic Drum	41	EA	\$94.00	\$	3,854.00
979003	Construction Barricade - Type III	10	EA	\$145.00	\$	1,450.00
981100	42" Traffic Cone	3	EA	\$45.00	\$	135.00
992090A	Bench	4	EA	\$3,900.00	\$	15,600.00
1208932	Sign face Sheet Aluminum	-12	SF	\$124.00	\$	(1,515.28)
1210101	4" White Epoxy Resin Pavement Markings	-336	LF	\$0.61	\$	(204.96)
1210102	4" Yellow Epoxy Resin Pavement Markings	-57	LF	\$0.61	\$	(34.77)
1210105	Epoxy Resin Pvmt Markings, Symbols, Legends	-490	SF	\$5.30	\$	(2,597.00)
1220027A	Construction Signs	-8	EA	\$11.00	\$	(87.56)
1303196A	Relocate Hydrant	-1	EA	\$8,000.00	\$	(8,000.00)
1403501A	Reset Manhole (Sanitary Sewer)	-1	EA	\$1,492.00	\$	(1,492.00)

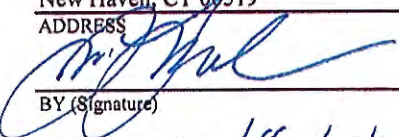
The original Contract Sum was	\$	<u>4,800,523.50</u>
The net change by previously authorized Change Orders	\$	<u>74,165.91</u>
The Contract Sum prior to this Change Order	\$	<u>4,874,689.41</u>
The Contract Sum increased / decreased by this Change Order	\$	<u>465,925.89</u>
The new Contract Sum including this Change Order will be	\$	<u>5,340,615.30</u>

The Contract time will be increased / decreased by 0 days
The date of Substantial Completion as of this Change Order therefore is 5/31/2024

This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Directives until the cost and time have been agreed upon by both the Owner and Contractor, in whichcase a Change Order is executed to supercede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ENGINEER, CONTRACTOR AND OWNER

DTC
ENGINEER (Firm Name)
2321 Whitney Avenue Suite 301
Hamden, CT 06518
ADDRESS
Brian M. Skonieczny
BY (Signature)
Brian M. Skonieczny
(Typed Name)
4/22/2024
DATE

Laydon Industries
CONTRACTOR (Firm Name)
299 Terminal Lane
New Haven, CT 06519
ADDRESS

BY (Signature)
Christine Laydon Jeffrey Laydon
(Typed Name)
6/10/24
DATE

City of West Haven
OWNER (Firm Name)
355 Main Street
West Haven, CT 06516
ADDRESS

BY (Signature)
Dorinda Borer, Mayor
(Typed Name)

DATE



Office of the Finance Director

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

MARB Contract Form

Contract Name	Energize West Haven II public education and outreach program			
City Agency	Grants			
Vendor Utilized	New England Smart Energy			
Address	418 Meadow Street, #201			
City, State, Zip	Fairfield, CT 06824			
Procurement Process	<input checked="" type="checkbox"/> Bid/RFP [2024-32] <input type="checkbox"/> State Contract [Enter State Contract #] <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 New England Smart Energy \$50,000 & Neighborhood Housing Series of New Haven \$50,000			
Quote No('s) if applicable				
Source of Funds	Community Partnership Initiative Grant			
Quantity	0.00	Price Per:	\$0.00	Total Purchase Price \$50,000
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, in partnership with the United Illuminating Company (UI), solicited vendors to assist the City with education and outreach campaigns aimed at increasing participation in energy efficiency programs, with five or more housing units.</p> <p>The project is funded through a partnership between the City of West Haven and UI Company with the goal of leveraging local knowledge and trusted relationships to raise awareness and measurable participation in energy efficiency programs. The campaign will target specific efforts towards with limited English proficiency, income eligible customers, renters (5 or more Units), and demand response programs.</p>			
Department Submission [Name and Title]	Vanessa Hruszko, Assistant Grant Writer			
Finance Review and Submission [Name and Title]	Kathy Chambers, MBA, MPA, Senior Buyer, Procurement Analyst			

CITY OF WEST HAVEN
ENERGIZE WEST HAVEN II
AGREEMENT TO PROVIDE SERVICES

WHEREAS: The City of West Haven, in partnership with the United Illuminating Company (UI), is seeking a qualified firm to plan and execute public education and outreach campaigns aimed at increasing participation in energy efficiency programs (herein after referred to as the “Project”), and this initiative is a part of the broader Energize Connecticut program and focuses on Project Focus Area Home Energy Solutions income Eligible.

WHEREAS: The project is funded through a partnership between the City of West Haven and UI Company with the goal of leveraging local knowledge and trusted relationships to raise awareness and measurable participation in energy efficiency programs. The campaign will target specific efforts towards those with limited English proficiency, income eligible customers, renters (5 or more Units), and demand response programs.

NOW THEREFORE: This Agreement, made this _____ day of _____ 2024 by and between the **City of West Haven**, a municipal corporation organized and existing under the laws of the State of Connecticut, with offices located at City Hall, 355 Main Street, West Haven, Connecticut 06516 (hereinafter referred to as the “City”) and **New England Smart Energy Group, LLC**, a limited liability company organized and existing under the laws of the State of Connecticut and a Residential Energy Efficiency and Electrification contractor (hereinafter referred to as the “Contractor”).

1. **SCOPE OF WORK:** The Project will demonstrate actions that aim to increase deployment of energy efficiency programs to rental properties (5+ unit dwellings) and multi-unit (5+ unit) dwellings through coordinated outreach to multifamily property owners and managers **for the duration of one year.** The Contractor expressly agrees to provide the City with the following services and to perform the following acts toward the completion of the Project:

A. Campaign Planning and Management:

- Develop and implement targeted outreach methods including email campaigns, presentations, and community events.
- Coordinate with the City of West Haven staff and community members to ensure effective communication and outreach.
- Submit a detailed work plan outlining expected campaign activities.

B. Outreach and Marketing:

- Create and distribute outreach and marketing materials to be submitted to the City for review and approval, and then submitted to by the UI for finalized approval.
- Plan and execute public education activities to drive increased participation in energy efficiency programs.

- Use multiple communication channels to reach target audiences, including residents in distressed communities, and multifamily buildings.

C. Reporting and Evaluation:

- Submit monthly progress reports by the 13th of each month that detail the previous month’s activities and program uptake; a list of expenses, including receipts; and a full draft list of expected expenses going forward. The City shall provide the template for the monthly progress reporting.
- Provide strategic updates, documentation of barriers to participation, and customer engagement metrics.
- Participate in regular bi-weekly meetings with the UI to share project updates and feedback.
- Assign a lead point of contact for all communications related to the campaign.

2. **PAYMENT TO CONTRACTOR:** The financial Budget for this project is listed below.

Category	Activity	Cost
Personnel	Staff salary (contractor)	\$40,000
Materials	Event advertisement purchases	\$5,000
Event Expenses	Custodial fees/Room rental fees	\$3,000
Event expenses	Gift cards, food, beverages	\$2,000
TOTAL COST		\$50,000

3.

3. **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.

A. **MINIMUM COVERAGES:** 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 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. 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).

B. 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.

C. CANCELLATION, RENEWAL AND MODIFICATION: The Contractor shall maintain in effect all insurance coverages 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.

4. **INDEMNIFICATION**: The Contractor expressly agrees to at all times indemnify, defend and hold harmless the City and its officers, agents and employees on account of any and all demands; claims; damages; losses; litigation and financial costs and expenses, including

attorney's fees; compensation arising out of personal injuries (including death); any damage to property, real or personal; and any other loss or expense, directly or indirectly, arising out of, related to or connected with the Work to be performed hereunder by the Contractor, its employees, agents, subcontractors, material suppliers, or anyone directly or indirectly employed by any of them. The Contractor shall and does hereby assume and agree to pay for the defense of all such claims, demands, suits, proceedings and litigation. The provisions of this paragraph shall survive the expiration or early termination of this Agreement; shall be separate and independent of any other provision or requirement of this Agreement; and shall not be limited by reason of any insurance coverage provided hereunder.

5. **PREFERENCE TO CITIZENS OF WEST HAVEN:** In the employment of mechanics, laborers and workmen for the Work, the Contractor and all lower-tiered subcontractors shall give employment preference to citizens of West Haven. The Contractor and all lower-tiered subcontractors shall submit such relevant documents and other information as may be requested by the City to determine compliance with this article. In order to monitor compliance with the section, the City may request such relevant documents and documentation from the Contractor or from subcontractors at any time during the term of the Contract. The Contractor shall comply with or arrange for compliance with all such requests promptly. Prior to the commencement of performance of the Work the Contractor and all lower-tiered subcontractors shall forward a written statement indicating the name, address and occupational title of each mechanic, laborer and workman scheduled to perform work. Amended statements shall be filed before any new mechanic, laborer and workman commences work under the Contract.

6. **NONDISCRIMINATION:** The Contractor and all lower-tiered subcontractors agree and warrant that in the performance of the Work that they shall not discriminate or permit discrimination in employment against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, sex or on the basis of physical or mental disability, including but not limited to blindness, unless it is shown by the Contractor or subcontractor that such disability prevents performance under the Contract. The Contractor and all sub-tier contractors also agree that for purposes of monitoring compliance with the provisions of this section that they shall provide the City with such information as may be requested concerning their employment practices and procedures. For purposes hereof, discrimination in employment shall include but not be limited to employment advertising, recruitment, layoff, termination, rates of pay or other forms of compensation, conditions or privileges of employment. The Contractor and all lower-tiered subcontractors shall post notices in conspicuous places on the work site describing the provisions of this Article. Nothing contained herein is intended or shall be construed to relieve the Contractor or any lower-tiered subcontractor from compliance with applicable federal or state law concerning equal employment opportunity, affirmative action or nondiscrimination.

7. **APPRENTICESHIP:** If the Work requires utilizing trades or occupations for which state-certified apprenticeship programs exist, the Contractor shall be affiliated with such programs and the

Contractor shall require lower-tiered subcontractors to be affiliated with same. The Contractor or any lower-tiered subcontractor may be relieved from compliance with this Article if provisions of its existing labor agreements prevent compliance with the requirements hereof. In that event, prior to the commencement of performance, the Contractor or subcontractor shall submit their reasons for such action in writing, along with supporting documents, to the City. In order to monitor compliance with the apprenticeship programs, the City may request such relevant documents and documentation from the Contractor or any lower-tiered subcontractor at any time during the term of the Contract. The Contractor shall comply with any or arrange for compliance with all such requests promptly. An apprentice is defined as a person employed under a written agreement enrolled in a registered program by the State of Connecticut to work at and to learn a specific trade as defined in Connecticut State General Statutes Section 31-51(a).

8. **CORRECTIVE ACTION**: If, after review, the City determines that the Contractor or any lower-tiered subcontractor has failed to comply with the requirements for local worker preference, nondiscrimination and/or apprenticeship, in addition to any other remedy available to it, the City may require corrective action to be taken by the Contractor or it may terminate the Contract.

IN WITNESS WHEREOF, the City and the Contractor have duly executed this agreement on the day and year first above written.

Signed, Sealed and Delivered
in the Presence of:

CITY OF WEST HAVEN

By: _____
Dorinda Borer
Its Mayor
Duly Authorized

**NEW ENGLAND SMART ENERGY
GROUP, LLC**

By: _____
Stephanie Weiner
Director of CT Operations
Duly Authorized

CITY OF WEST HAVEN
RFP# 2024-32
Energize West Haven II

BID FORM

TOTAL BID PRICE (LUMP SUM):	\$ <u>50,000</u>
COMPANY NAME:	<u>New England Smart Energy Group LLC</u>
CONTACT PERSON:	<u>Abby Kessler</u>
ADDRESS:	<u>418 Meadow Street #201 Fairfield CT 06824</u>
PHONE NUMBER:	<u>603-715-4984</u>
EMAIL:	<u>Abby.Kessler@ne-smartenergy.com</u>
SIGNATURE:	<u>Abby Kessler</u>
DATE:	<u>07/15/2024</u>

CITY OF WEST HAVEN
ENERGIZE WEST HAVEN II
RFP #2024-32

The City of West Haven, in partnership with the United Illuminating Company (UI), is seeking proposals from qualified firms to plan and execute public education and outreach campaigns aimed at increasing participation in energy efficiency programs. The initiative is a part of the broader Energize Connecticut program and focuses on Project Focus Area Home Energy Solutions income Eligible.

The project is funded through a partnership between the City of West Haven and UI Company with the goal of leveraging local knowledge and trusted relationships to raise awareness and measurable participation in energy efficiency programs. The campaign will target specific efforts towards with limited English proficiency, income eligible customers, renters (5 or more Units), and demand response programs.

The selected Respondent will be responsible for:

1. Campaign Planning and Management:

- Develop and implement targeted outreach methods including email campaigns, presentations, and community events.
- Coordinate with the City of West Haven staff and community members to ensure effective communication and outreach.
- Submit a detailed work plan within the initiation of the being the Respondent chosen outlining expected campaign activities.

2. Outreach and Marketing:

- Create and distribute outreach materials for review and approval by the UI.
- Plan and execute public education activities to drive increased participation in energy efficiency programs.
- Use multiple communication channels to reach target audiences, including residents in distressed communities, and multifamily buildings.

3. Reporting and Evaluation:

- Submit monthly progress reports detailing activities expenses, and program uptake
- Provide strategic updates, documentation of barriers to participation, and customer engagement metrics.
- Participate in regular bi-weekly meetings with the UI to share project updates and feedback.

Requirements for the awarded Respondent is to include but is not limited to:

- Signing a MOU (Memorandum of Understanding) committing to a one-year term of participation.
- Assign a lead point of contact for all communications related to the campaign.
- Create and execute targeted outreach methods and materials.
- Provide monthly reports on campaign activities and progress.
- Submit receipts for all expenses and an itemized financial report monthly.

The financial Budget for this project is listed below:

Category	Activity	Cost
Personnel	Staff salary (contractor)	\$40,000
Materials	Event advertisement purchases	\$5,000
Event Expenses	Custodial fees/Room rental fees	\$3,000
Event expenses	Gift cards, food, beverages	\$2,000
TOTAL COST		\$50,000

Proposals must be received by the City no later than **Tuesday, July 17, 2024 2:00pm**. Later proposals will not be considered. Proposals must be submitted in a sealed envelope clearly marked **RFP #2024-32 Energize West Haven II** and delivered to Kathy Chambers, Sr. Buyer, Procurement Analyst Purchasing Dept., 3rd Floor 355 Main Street West Haven, CT 06516. The RFI period will end **Tuesday, July 10, 2024 at 11:00am**.

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 costs 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 denied the benefits 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.

CITY OF WEST HAVEN

**RFP# 2024-32
Energize West Haven II**

BID FORM

TOTAL BID PRICE (LUMP SUM): \$ 50,000

COMPANY NAME: New England Smart Energy Group LLC

CONTACT PERSON: Abby Kessler

ADDRESS: 418 Meadow Street #201 Fairfield CT 06824

PHONE NUMBER: 603-715-4984

EMAIL: Abby.Kessler@ne-smartenergy.com

SIGNATURE: Abby Kessler

DATE: 07/15/2024

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

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:

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,

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:	New England Smart Energy Group LLC
Address:	418 Meadow St #201 Fairfield, CT 06824
Telephone and/or Fax #:	203-292-8088
Email Address:	stephaniew@ne-smartenergy.com
Contact Person:	Stephanie Weiner

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	Fairfield County
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I,	Stephanie Weiner <small>(type or print your name above)</small>	being first duly sworn, hereby deposes and says that:
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	New England Smart Energy Group LLC <small>Insert Company Name above</small>
2b.	Or I am an individual and my name is:	<small>if an individual, insert your name above</small>
3.	I am fully informed regarding the preparation and terms of the above referenced agreement (the "Agreement") and of all pertinent circumstances related thereto.	

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 N/A		

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 N/A		
2 N/A		

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: *Stephanie Morris*

THIS FORM MUST BE NOTARIZED **NOTARY SEAL (if available)**

Signature of Notary: *[Signature]*

Subscribed and sworn to, before me on this: 16th Day of July 2024

My Commission Expires:  **NOEMI KOVASZNAI**
Notary Public, State of Connecticut
My Commission Expires August 31, 2024

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. 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 #:	NESEG -270622994-000 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 #:	NESEG -270622994-000 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:	Connecticut 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	N/A			

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	N/A			

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

Stephanie Weiner

(signature)

Bidder's Representative, Duly Authorized

Stephanie Weiner

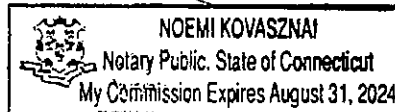
Name of Bidder's Authorized Representative

CT Director of Operations

Title of Bidder's Authorized Representative

Subscribed and sworn to before me this 16th day of July 2024.

Notary Public
My Commission Expires:





Your complete source for home energy efficiency

NEW ENGLAND SMART ENERGY, LLC
Suite 201, 418 Meadow St, Fairfield, CT 06824
tel. 203.292.8088 fax.203.292.8089 tollfree.1.877.8448
www.ne-smartenergy.com

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):

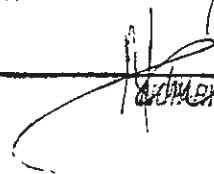
Primary Owners:

Max Veggeberg 44%


Martijn Fluereen 30%

Stephanie Weiner
Stephanie Weiner

SUBSCRIBED AND SWORN TO BEFORE ME, A
NOTARY PUBLIC, IN AND FOR COUNTY OF
Fairfield AND STATE OF CONNECTICUT, THIS
16th DAY OF *July* 2024



NOTARY PUBLIC

 **NOEMI KOVASZNAI**
Notary Public, State of Connecticut
Commission Expires August 31, 2024

New England Smart Energy Group (NESE) is pleased to respond to the City of West Haven's Energize West Haven II RFP for a Residential Energy Efficiency and Electrification contractor to complete energy efficiency and electrification improvements in designated priority groups. Headquartered in Fairfield, NESE provides a strong presence in the United Illuminating (UI) territory. NESE is one of the largest Energize CT partners and has performed more than 35,000 home energy assessments and over 5,000 weatherization installations. The company currently employs 38 employees across the entire state. Founded in 2009, NESE has spent the last 15 years accomplishing its mission: Helping homeowners reduce their energy costs and carbon footprints.

1. Campaign Planning and Management:

- **Develop and implement targeted outreach methods including email campaigns, presentations, and community events**

NESE has a dedicated marketing team that includes direct mail, field marketing, canvassing, partnerships, and digital. NESE will employ a diversified marketing strategy to encourage home energy solutions, weatherization upgrades, and high-efficiency HVAC installations. The following is a projected breakdown of a multi-channel marketing campaign leading to installed weatherization upgrades.

Marketing Strategy	Percentage	Assessments	Market Rate WX Install	HES - IE – WX Install	Total
Direct Mail	35%	208	26	37	63
Field Marketing	41%	243	31	44	75
Partners	8%	48	6	9	15
Digital	7%	42	5	7	12
Referrals	9%	53	7	10	17
Total		594	75	107	182

Energy Efficiency Projects	Totals
Performed HESs	594
WX Installation	182
Heat Pump/Hot Water	36

*NESE projects to install 36 high-efficiency heat pump systems over the course of the campaign, generating customers from the energy assessments it performs. NESE anticipates a lag period during the launch and ramp-up period over the course of the program.

NESE expects to spend \$89,143 of its own marketing budget on top of funding from the City of West Haven in support of the effort, along with the \$40,000 budgeted towards project management. Marketing costs will cover direct mail, field marketing staff, events, digital advertising, and home energy specialist referral bonuses.

Marketing Channel Breakdown

Direct Mail

The Direct Mail Team has designed 12 cobranded letters in partnership with Connecticut communities in collaboration with our parent company, HomeWorks Energy (HWE), which has sent more than 50 unique municipal letters in Massachusetts. NESE utilizes an in-house copywriter and graphic designer who assist with direct mail content and design.

For the City's campaign, direct mail pieces will be sent out quarterly, allowing ample time for input from City stakeholders. The City will have the final say on all marketing materials before they are submitted to the utility company for approval. The content will feature seasonally appropriate energy efficiency messaging to drive campaign participation.

Digital

The Digital Team develops and executes content strategies across many platforms, including Google, Facebook, Instagram, LinkedIn, and more. Advertising spans a variety of keywords and topics that target key demographics (e.g., lifestyle, hobbies, home, gardening, etc.).

NESE encourages its partner communities to post on their websites and social media about the campaign on a regular basis to encourage residents to participate in the effort. Blog posts are shared on digital platforms.

E-blasts are sent out to NESE's customer database, and content can be customized to include a variety of action items, including addressing health and safety barriers, heat pump and ductless mini-split installations, window upgrades, partnership updates, and a variety of electrification topics (e.g., solar, electric aggregation, and demand reduction).

NESE encourages the municipality to leverage its networks through its website, email list, text messaging service, newsletters, and/or social media, depending on how officials reach out to their constituents. In its other partnerships, NESE has found that content distributed from the City significantly helps drive campaign participation.

Field Marketing

The Field Marketing Team has one (1) full-time event coordinator and a team of three (3) brand ambassadors. NESE is actively hiring more team members. The Field Marketing Team attends events and supports the Partnership Team by covering municipal events and canvassing partner communities, pending program approval.

Pop-up locations are also an important component of lead generation. NESE's Events Team coordinates with City stakeholders to identify high foot-traffic locations. Historically, NESE has attended at least 10 events/pop-up locations per month in partner communities.

NESE will support the campaign with various marketing and informational materials, such as co-branded A-frame signs and trifold brochures. The team will also utilize direct mailers in the field to highlight the partnership.

Partnerships

The Partnerships Team is currently working with New Haven, North Haven, East Haven, Avon, Hartford, Branford, Essex, Waterbury, and Fairfield. In the past, NESE has also partnered with the towns of Westport, Norwalk, Greenwich, Wilton, Ridgefield, and West Hartford. NESE is also currently partnered with the I Heart My Home and PACE Heat Smart programs.

In collaboration with these partners, NESE has created co-branded direct mail pieces, developed blog and social media posts, tabled and canvassed in the communities, launched customized landing pages, and hosted educational webinars.

Referrals

At the end of every HES, the energy specialist asks the homeowner to refer any family members, neighbors, and friends who may also benefit from an assessment. Referrals are entered into a software system, and NESE Call Center representatives follow up with those individuals shortly afterward.

Based on historical data, auditor referrals make up about 10-percent of all performed assessments. On average, auditors generate about one referral per assessment; these convert at approximately 10-percent into performed Home Energy Solutions appointments.

- **Coordinate with the City of West Haven staff and community members to ensure effective communication and outreach.**

NESE will plan to assign a dedicated, part-time program manager to the City of West Haven, using funding allocated through ARPA dollars. The program manager will handle communications with the City and serve as the primary point of contact for project management, design of materials, and customer service requests.

All materials will be reviewed by the City before completing approvals with UI, allowing West Haven staff to have ample input on campaign materials and messaging.

The account manager will also network with individuals and organizations within the community to maximize outreach efforts.

Based on previous partnerships with similarly sized municipalities, NESE estimates that it will be able to service approximately 594 households annually. The dedicated project manager will ensure that every resident receives proper guidance and education through the Energize CT program and other resources. Any customer service issues that arise will be handled promptly by the program manager who will ensure residents receive quality service throughout the course of their project.

- **Submit a detailed work plan within the initiation of being the Respondent chosen, outlining expected campaign activities.**

The following is a timeline of marketing activities proposed by NESE, assuming a ramp-up period at the beginning of the campaign as the effort launches.

First Month: 11 Performed Energy Assessments

- Schedule introductory call with all relevant stakeholders and set up regular bi-weekly meetings
- Develop copy for first direct mailer and submit to utilities for approval

- Order vests and door hangers and file for any necessary permits in preparation for canvassing
- Develop a press release in conjunction with the City announcing the partnership
- Explore field marketing locations
- Discuss canvassing rollout with program administrators
- Develop invoicing strategy

Second Month: 23 Performed Energy Assessments

- Send out direct mailer
- Develop turf for canvassing team
- Secure City events and pop-up locations for tabling team to attend
- Create flyers and trifolds connecting residents to additional electrification resources

Third Month: 65 Performed Energy Assessments

- Launch a re-mail of first letter with follow-up canvassing effort
- Develop digital media/email marketing content
- Ensure internal tabling team is set up for success
- Launch program manager office hours to assist residents with any energy efficiency project questions/concerns
- Analyze campaign data and review with the City
- Work closely to expand pre-existing partnership with Home Depot; work to establish the tabling location in Connecticut

Fourth Month: 50 Performed Energy Assessments

- Ramp up tabling effort, building out event and pop-up locations
- Create a blog post featuring a case study of an income-eligible homeowner who recently had an HES
- Submit local newspaper advertisements
- Consult with the City to ensure the invoicing process is adequate

Fifth Month: 55 Performed Energy Assessments

- Launch targeted canvassing effort with renters and landlords
- Start scouting local partnership opportunities, including houses of worship and nonprofits
- Host energy efficiency presentation
- Continue working on building out Home Depot tabling location partnership

Sixth Month: 75 Performed Energy Assessments

- Launch a second canvassing effort, knocking homes marked as "no answer" during the first effort
- Email blast and follow-up calls targeting residents who have not cleared pre-weatherization barriers
- Continue building out event and pop-up locations for tabling team throughout West Haven
- Analyze campaign data and tweak marketing effort as necessary

Seventh Month: 55 Performed Energy Assessments

- Launch 311 reverse messaging and text message campaign to encourage scheduling HES and weatherization work
- Begin fundraising outreach to schools, PTOs, and houses of worship
- Begin drafting second direct-mail letter

Eighth Month: 50 Performed Energy Assessments

- Submit second direct-mail letter copy for utility approval
- Create a blog post highlighting an income-eligible resident who has completed weatherization work
- Host community event including presentation with lunch and learn and giveaways

Ninth Month: 45 Performed Energy Assessments

- Send out second letter targeting multi-family homes and distressed communities; highlight the end of the campaign to build urgency
- Analyze campaign data and consult with the City

Tenth Month: 55 Performed Energy Assessments

- Re-mail second letter
- Redesign digital ads and content with campaign progress metrics
- Add additional event/pop-up locations for tabling team

Eleventh Month: 65 Performed Energy Assessments

- Create a blog post featuring a resident who has cleared a pre-weatherization barrier
- Host a residential energy efficiency presentation

Twelfth Month: 45 Performed Energy Assessments

- Email blast to residents who have had an HES but not completed weatherization
- Wrap up fundraisers
- Report on campaign performance
- Final meeting to discuss campaign takeaways
- Ensure all invoicing is completed

2. Outreach and Marketing:

- **Create and distribute outreach materials for review and approval by the UI.**

Through its current partnerships, NESE and its parent company, HWE, have created a suite of co-branded marketing pieces that leverage municipal branding to increase the effectiveness of their energy efficiency messaging. Attached are some sample communications from partner communities:

- **Figure 1: East Haven Letter**
- **Figure 2: Essex Letter**
- **Figure 3: Partner Landing Page**
- **Figure 4: Canvassing Photos**

NESE's data demonstrates from previous partnerships that leveraging municipal logos on direct mail and other marketing materials boosts campaign authority and participation among residents. In addition,

NESE leverages municipal logos to build trust with residents at events and while canvassing. The Field Marketing Team carries a copy of recent direct mail pieces to build rapport and trust with residents. In conjunction with its partners, NESE also creates co-branded vests that help promote the program during the campaign. Municipal partners often help NESE identify opportunities for its Field Marketing Team, such as highly foot-trafficked events and pop-up locations.

NESE employs a copy editor who is well versed in the Energize CT approval process and submits all materials to the utilities prior to delivery.

- **Plan and execute public education activities to drive increased participation in energy efficiency programs.**

NESE's partnership team is able to host public presentations about residential energy efficiency, incentives, and rebates available through the Energize CT program.

The partnership team has presented on both online and in-person forums. A video recording can be provided by email as an example.

NESE has an established process and materials for working with local organizations to help educate the public and encourage participation. This includes working with schools, nonprofits, and houses of worship to provide informational presentations, develop materials, and launch fundraisers.

Energize CT also offers free marketing support to help spread the word about fundraising efforts. Some of available offerings include:

- Press releases
- Email and text message blasts
- Newsletter contributions
- Website landing pages and blog posts
- Educational video creation
- Organic and paid social media advertising
- Community presentations and field marketing
- Local TV and radio station advertising
- Co-branded letters, postcards, lawn signs, and flyers

NESE will work with the City to develop a plan to connect with local organizations to drive program participation.

- **Use multiple communication channels to reach target audiences, including residents in distressed communities and multifamily buildings.**

NESE is well versed in using targeted marketing tactics to reach priority groups. In its other partner communities, NESE has launched various methods to increase program participation.

With the help of the municipality and/or using a list provided by our printing vendor, NESE is able to pull multifamily homes including 5+ unit buildings, landlord addresses, and distressed community data, to name a few. NESE is able to provide specific messaging about the incentives and rebates available to these populations.

NESE's canvassing team also uploads multi-family building addresses to a platform called SalesRabbit. With multi-family buildings uploaded to the platform, the canvassing team can target specific neighborhoods.

NESE plans to include distressed community qualification information in its marketing materials, highlighting the benefits to residents. This information can be analyzed in order to focus canvassing and tabling efforts.

3. Reporting and Evaluation:

- **Submit monthly progress reports detailing activities expenses and program uptake**

NESE's projects are tracked through the company's Salesforce platform, and reporting can be provided both on an individual level and in aggregate to observe trends in local building stock and program participation among residents.

Staff hours and various marketing costs can be invoiced to the City per the financial budget provided. NESE estimates program management to be billed at approximately \$25 per hour for 30 hours per week, depending on experience.

- **Provide strategic updates, documentation of barriers to participation, and customer engagement metrics.**

NESE will provide data to the town regularly. NESE captures resident data in its Salesforce database and can share the number of market-rate and income-eligible HESs performed and electrification improvements completed.

NESE takes privacy and data sharing seriously. NESE will never sell customer information and generally does not share it with third parties out of respect for its customers' privacy as well as federal and Energize CT guidelines.

Records on the results of HES appointments and HVAC assessments, as well as residents' status under the income-eligible program, can be readily shared at the City's request. NESE captures all customer data in its online scheduling platform and through the Call Center.

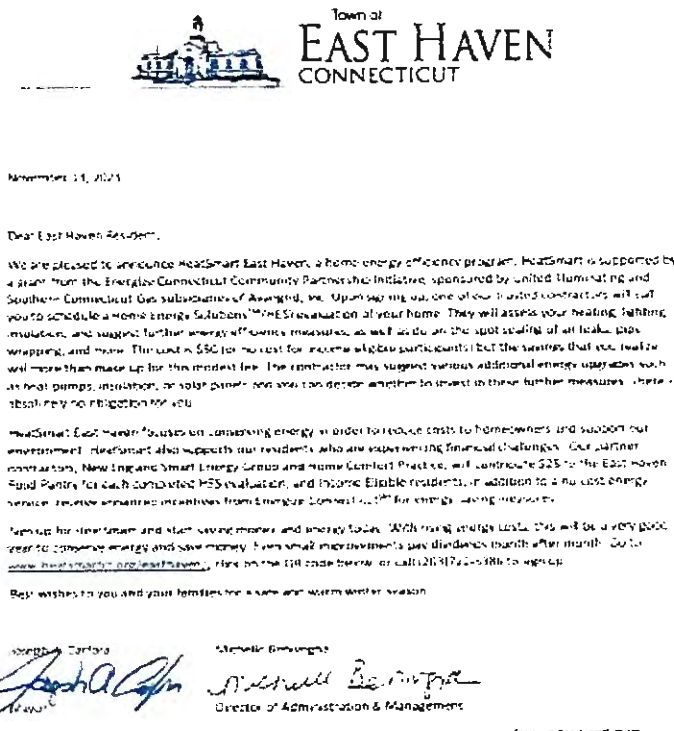
NESE can also create a separate phone number specific to the campaign. Call Center agents will have scripting and be trained to notify residents about data sharing during the intake process.

Reporting is customized based on the community's needs and can include the adoption of weatherization and air sealing measures; HVAC installations focused on heat pump and ductless mini split systems; and a variety of pre-weatherization barriers including asbestos, knob and tube wiring, vermiculite, combustion safety issues, and mold.

- Participate in regular, bi-weekly meetings with the UI to share project updates and feedback.

If selected, NESE expects to assign a program manager to the West Haven partnership. The program manager would act as a liaison between the City, NESE, and UI. NESE is committed to bi-weekly meetings with all interested stakeholders to provide project updates and discuss feedback.

Figure 1: East Haven Letter



250 Main Street, East Haven, CT 06512
 (203) 468-2011
www.easthaven-ct.gov



Selectmen's Office

www.essexct.gov

Norman M. Needleman, First Selectman
Email: nneedleman@essexct.gov
Board of Selectmen:
Bruce M. Glowac
Stacia R. Libby

Essex Town Hall
29 West Avenue
Essex, Connecticut 06426
Telephone: 860-767-4340
Fax: 860-767-8509

July 1, 2024

ESPAÑOL? →



Dear Essex Resident,

I am writing to share some exciting news. The Town's Sustainable Essex Committee has been awarded a Community Partnership Initiative grant by our local Energize ConnecticutSM Sponsors, Eversource and Avangrid, Inc. The grant has enabled Sustainable Essex to create a volunteer outreach program called EnergyWise Essex.

With this grant, EnergyWise Essex is implementing energy efficiency programs and is educating residents on available solutions. They have teamed up with an authorized contractor to perform home energy assessments and follow-up weatherization. This assessment can help you reduce energy consumption, save money, and improve the health, safety, and comfort of your home. It is available at no cost for income-eligible participants and just \$75 for market-rate residents.

During your assessment, you'll learn how to take advantage of Energize CT rebates and incentives, such as:

- No-cost sealing of air leaks
- 75-100% off the cost of recommended insulation
- Up to \$15K-\$25K in heat pump rebates, plus a \$2,000 federal tax credit
- Rebates on water heater upgrades
- No money down, no- or low-interest loans for qualifying home improvement projects
- Up to \$8,000 in federal income tax credits on electric panel updates and more!

The average homeowner saves \$180 per year after participating in Home Energy Solutions, and additional weatherization can lead to even more savings.

I encourage you to schedule an assessment today. Call our partner contractor at (203) 722-5388, visit <https://sustainableessex.com/energywise>, or scan the QR code below to get started.

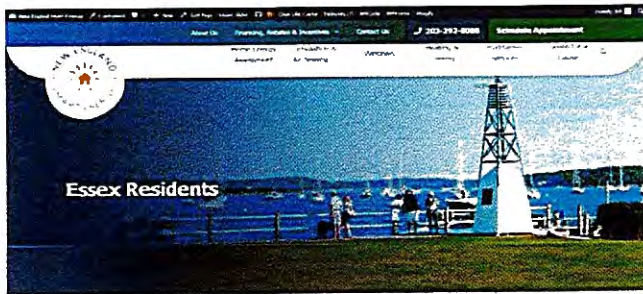
I'd like to thank you for helping to make the Town of Essex a cleaner and more sustainable community.

Sincerely,

Norm M. Needleman
First Selectman



Figure 3: Partner Landing Page



Reduce Energy Usage and Save Money

Essex Energy is a national utility and industrial company with the goal of helping to conserve time, to, and functionally important energy with our programs that reduce the energy consumption and lower the utility bills and costs. The program is a partnership between "Essex Energy, the State of Connecticut, and the University of Connecticut's Center for Energy Research."

The goal is to help you become a "Smart Energy" user by providing a "Smart Energy" program that will reduce your energy consumption. During the assessment and service, a contractor will provide you with energy performance, information on energy efficiency, and other information to help you and other smart users.

We also want about smart energy (i.e., energy, weather, and electricity). The goal is to help you become a "Smart Energy" user by providing a "Smart Energy" program that will reduce your energy consumption. During the assessment and service, a contractor will provide you with energy performance, information on energy efficiency, and other information to help you and other smart users.

The goal is to help you become a "Smart Energy" user by providing a "Smart Energy" program that will reduce your energy consumption. During the assessment and service, a contractor will provide you with energy performance, information on energy efficiency, and other information to help you and other smart users.

To get started, visit the Smart Energy website at www.smartenergy.com and we will help you make your community more sustainable and save the benefits of a green home.



Apply Now

Webinars: 1. Are required. For your convenience, address is provided in PDF file.

First Name: _____

Last Name: _____

Address: _____

City: _____

State: _____

Zip: _____

Phone: _____

Company: _____



Figure 4: Canvassing Photos



Addendum II:

NESE expects to leverage about \$89,143 of its own funds and \$50,000 allocated from the City of West Haven over the course of the campaign.

NESE will leverage its own funding as follows:

Marketing	\$89,143 NESE Budget
• Direct Mail.....	\$31,200
○ Field Marketing	\$36,450
○ Materials: Brochures, flyers, promotional materials, vests, door hangers	
○ Event expenses	
• Partners	\$7,200
• Digital: Ads, Commercials, Custom Social Media	\$6,300
• Referrals	\$7,950

NESE plans to utilize funding from the City of West Haven as follows:

Program Management	\$40,000
• Invoice per hour (\$25 per hour, 30 hours per week)	\$40,00
Event advertisements	\$5,000
Custodial fees/Room rental fees.....	\$3,000
Gift cards, food, beverages.....	\$2,000

NESE is open to discussing the \$50,000 budget allocation and tweaking line-item funding to maximize campaign effectiveness. NESE plans to invoice the city on a quarterly basis if awarded the bid proposal.

Addendum III:

Company name: New England Smart Energy LLC

Unique Entity ID: TWLGFLWT43M9



Office of the Finance Director

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

MARB Contract Form

Contract Name	Blake Building Property Purchase, Remediation and Renovation				
City Agency	Mayors Office				
Vendor Utilized	Village Improvement Association of West Haven, Incorporated				
Address	300 Elm Street				
City, State, Zip	West Haven, CT 06516				
Procurement Process	<input type="checkbox"/> Bid/RFP [Enter the Bid No] <input type="checkbox"/> State Contract [Enter State Contract #] <input type="checkbox"/> Cooperative Agreement [Enter Source Name and Contract No] <input type="checkbox"/> Sole Source <input checked="" type="checkbox"/> Other Source [Inter Agency Agreement]				
No of Bid/RFP Respondents					
Quote No('s) if applicable					
Source of Funds	American Rescue Plan Act				
Quantity	0.00	Price Per:	\$0.00	Total Price	\$1,000,000
Purpose of Transaction (Please give a detailed explanation for the purpose of the transaction. This should not be one / two sentences.)	<p>Acquisition, Remediation and Renovation of the Blake Building Property for the City of West Haven Library. The "Approved Activities" consist of the purchase, remediation and renovation of the Blake Building, 66 Tetlow Street, West Haven, Connecticut 06516 (the "Blake Building Property") for the Allingtown Branch of the West Haven Public Library System. The Village improvement association is established through City ordinance.</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				

American Rescue Plan Act of 2021 Coronavirus State and Local Fiscal Recover Funds Subaward Agreement
Between
THE CITY OF WEST HAVEN, CONNECTICUT
and
VILLAGE IMPROVEMENT ASSOCIATION OF WEST HAVEN, INCORPORATED

Article I. Overview.

Section 1.1. Parties. The parties to this agreement (“Agreement”) are the CITY OF WEST HAVEN, CONNECTICUT (“City”) and VILLAGE IMPROVEMENT ASSOCIATION OF WEST HAVEN, INCORPORATED, a Connecticut non-profit corporation (“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. Effective Date/Term. This Agreement shall govern the performance of the parties for the period from the satisfaction of the conditions precedent to the effectiveness of this Agreement set forth in Section 1.8 below (the “Effective Date”) through December 31, 2026 (the “Expiration Date”), unless earlier terminated in accordance with the terms of this Agreement or extended by the City in its sole and exclusive discretion (the “Agreement Term”).

Section 1.8. Conditions Precedent. The following are conditions precedent to the effectiveness of this Agreement:

- A. Appropriation of up to \$1,000,000.00 in ARP/CSLFRF funds by the City Council of the City to fund the Subaward under this Agreement;
- B. A W-9 form executed and delivered by the Subrecipient to the City that is acceptable to the City in its sole and absolute discretion;
- C. A Disclosure and Certification Affidavit executed and delivered by the Subrecipient to the City with information that is acceptable to the City in its sole and absolute discretion. Each invoice by the Subrecipient to the City shall include a certification that the information contained in the Subrecipient’s Disclosure and Certification Affidavit executed in connection with entering into this Agreement and which remains true and correct in all material respects;
- D. Provision of the insurance certificates referenced in Exhibit D to this Rider;

- E. Approval of this Agreement by the West Haven Subcommittee of the Municipal Accountability Review Board of the State of Connecticut; and
- F. Evidence of due authorization referenced in Section 8.10 below satisfactory to the City in its sole and exclusive discretion.

Article II. Scope of Funded Activities.

Section 2.1. Scope of Activities. 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 “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 shall not be unreasonably withheld; nor shall Subrecipient make any changes, directly or indirectly, to program design, Approved Activities, or Approved Budget without the prior written approval of the City, which shall not be unreasonably withheld.

Article III. Compensation.

Section. 3.1. Payment of Funds. The City agrees to provide the Subaward, in an amount not to exceed ONE MILLION DOLLARS (\$1,000,000.00) (“Total Agreement Funds”), to the Subrecipient, in mutually agreeable installments and in accordance with Section 3.2 below, for the Subrecipient’s use 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. The amount of Total Agreement Funds, and any advance payment, is subject to reasonable adjustment by the City if an unapproved, material change is made in the Approved Activities that affects this Agreement or if this Agreement is terminated prior to the expiration of the Agreement Term. Program funds shall not be expended prior to the Effective Date or following the earlier of the Expiration Date or the last day of the Agreement Term. Costs 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, unless agreed to by the City and the Subrecipient. Costs and expenses charged against the Total Agreement Funds shall be incurred in accordance with this Agreement. To the extent Subrecipient spends advanced funds on 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 to Subrecipient in an amount equal to such unallowable costs and expenses.

Section. 3.2. Invoices. Before any funds are advanced under this Agreement, the Subrecipient must enter into a purchase and sale agreement for the Blake Building Property (as defined in Exhibit B hereto). The City will then reimburse the Subrecipient for costs and expenses incurred by the Subrecipient in connection with such purchase and sale agreement. Thereafter, the City will advance funds for the Approved Activities up to a total amount not to exceed ONE MILLION DOLLARS (\$1,000,000.00) for all Approved Activities (including, without limitation, the above-referenced purchase and sale agreement) in accordance with the budget set forth in Attachment II attached to and made a part of this Agreement (the “Budget”) and in accordance with Section 3.1 above. The Subrecipient shall provide invoices monthly on or before the last Thursday of each month. To the extent amounts invoiced by Contractor under this Agreement are in accordance with the requirements of this Agreement, such amounts shall be paid within forty-five (45) days after the first

Tuesday of the month after the month in which the City receives an invoice. The Subrecipient's invoices will state the period for which payment is being requested and will itemize the cost by budget category per the Budget. The City will provide the Subcontractor with an Internal Revenue Service Form 1099-MISC in connection with the payments provided hereunder.

Invoices shall be directed to:

Ken Carney
Chair
ARPA Committee
City of West Haven
355 Main St.
West Haven, CT 06516

Each 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. Each invoice shall contain such reasonable information as required by the City to verify that funds have been used or will be used for allowable costs and expenses.

Section. 3.3. City's Subaward Obligations Contingent on Federal Funding and Subrecipient Compliance. The payment of funds to Subrecipient 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.

Article IV. Financial Accountability and Grant Administration.

Section. 4.1. Financial Management. Subrecipient shall maintain its current financial management system and the financial records related to all transactions with funds received pursuant to this Agreement and with any program income earned as a result of funds received pursuant to this Agreement. Subrecipient must administer funds received pursuant to this Agreement in accordance with all applicable federal and state requirements, including 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 adopt such additional financial management procedures as may from time-to-time be prescribed by the City if required by applicable federal or state laws or regulations, or guidelines from the U.S. Department of the Treasury. Subrecipient shall maintain detailed, itemized documentation and other necessary records of all income received and expenses incurred pursuant to this Agreement.

Section. 4.2. Limitations on Expenditures. During the Agreement Term the Subrecipient shall only make expenditures 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 (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. Financial and Other Reports. Within fifteen (15) days of a written request from the City, the 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. 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 the expiration or earlier termination of this Agreement for so long as is necessary to fulfill the intent hereof.

Section. 4.5. Improper Payments. Any item of expenditure by Subrecipient 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 or state 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, immediately upon 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 the expiration or earlier 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. If Subrecipient is not required to have a Single Audit as defined by 200.501, U.S. Department of the Treasury requirements, or the Single Audit Act, then, upon the City's request, Subrecipient shall have a financial audit performed yearly by an independent Certified Public Accountant. The audit shall be conducted in accordance with generally accepted accounting principles, and auditing standards generally accepted in the United States of America, on the use and status of funds governed by this Agreement. Subrecipient shall provide notice of the completion of any required audits and will provide each such audit report to the City within sixty (60) days following completion of the applicable audit. Subrecipient shall provide the City with notice of any adverse findings in each such audit that impact this Agreement, together with a corrective action plan to address the matters listed in the adverse findings. Such corrective action plan shall be provided to the City within thirty (30) days after the applicable audit report and shall be subject to the City's written approval, which shall not be unreasonably withheld. This obligation shall survive the expiration or earlier termination of this Agreement for so long as is necessary to fulfill the intent of this Section.

Section. 4.7. Closeout. Provided Subrecipient is in material compliance with the requirements of this Agreement applicable to Subrecipient, City shall make good faith efforts to make final payment under this Agreement no later than ninety (90) days before the earlier of the Expiration Date or the last day of the Agreement Term. However, in no situation shall the final payment be made later than the last day of the Agreement Term. In consideration of the City's obligations under this Agreement, Subrecipient agrees that acceptance of final payment from the City 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 acceptance of final payment 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. 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 reasonably requested by the City by the reasonable deadlines specified by the City. This provision shall survive the expiration or earlier 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, 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. Upon written request by the Subrecipient, the City agrees to provide reasonable assistance to 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 to Agencies 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. Upon written request by the Subrecipient, the City agrees to provide reasonable assistance to Subrecipient in meeting these compliance requirements, including, but limited to, the provision of sample policies, if they exist. 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.

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

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

Unless using a vendor or contractor preapproved by the Connecticut Department of Administrative Services, the Subrecipient shall follow the procurement procedures set out in Chapter 42 of the Code of the City.

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) at least fifteen (15) days prior to the publication or communication of the solicitation. The City will review the solicitation and use good faith efforts to provide comments, if any, to Subrecipient within fifteen (15) days of submission. 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) and except for a contract with any employee of Subrecipient, 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 written contract prior to contract execution. The City shall review the unexecuted contract for compliance with applicable requirements and use good faith efforts to provide comments, if any, or a statement of no comment to Subrecipient within fifteen (15) days of submission. 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. For the avoidance of doubt, the provisions of this section apply to the purchase and sale agreement for the Blake Building Property.

(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 shall not be unreasonably withheld.

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 reasonably 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 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 Plan 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. Without limiting the foregoing, as described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Section 5.17. Use of Name. Except as otherwise provided herein, 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.

{W3605651;2}

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. Prohibited Telecommunications Expenditures. The Subrecipient 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"). Subrecipient is prohibited from directly or indirectly charging the City for Covered Telecom.

Article VI. Cooperation in Monitoring and Evaluation.

Section. 6.1. City Responsibilities. The City 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 spent or will spend funds 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 or will meet such requirements. Subrecipient shall take corrective action as soon as reasonably possible to remedy any and all deficiencies found by the City and notified to Subrecipient.

Subrecipient shall reasonably 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 reasonable cooperation of its agents, employees and board members in such monitoring and evaluation efforts. This provision shall survive the expiration or earlier 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 reasonable cooperation of its agents, employees, and board members in any such reviews and audits. This provision shall survive the expiration or earlier 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 material 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.

If the Subrecipient is unable to cure the compliance or performance deficiency within thirty (30) days, or other reasonable time as agreed to by the City and Subrecipient, after receiving the above-described notice from the City, 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 payment requests by Subrecipient;
- (2) Disallowing payments to 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.

Section 6.4. Records Retention and Access. Subrecipient shall maintain all records, books, papers and other documents related to its performance of Approved Activities (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 key 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”) who may be the same person. 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).

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 necessitates adjustments to its own record (see 2 C.F.R. §200.332(g)).

Article VII. Default and Termination.

Section. 7.1. Termination. The City may terminate this Agreement for cause after three (3) days' written notice. Cause shall be limited to intentional or willful misuse of funds, or fraud by Subrecipient. Additionally, the City may terminate this agreement without cause upon thirty (30) days' prior written notice to Subrecipient.

Sec. 7.2. 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. 7.3. 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, as well as breach of Subrecipient's representations, warranties, covenants and other obligations under this Agreement. Indemnification 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 or earlier termination of this Agreement. The provisions of this Section 8.1 shall survive expiration or earlier 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:

Hon. Dorinda Borer, Mayor
City of West Haven
355 Main St.
West Haven, CT 06516
203-530-0006

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:

Colleen Bailie
Executive Director
Village Improvement Association of West Haven, Incorporated
300 Elm Street
West Haven, CT 06516
cbailie@westhavenlibrary.org

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/Interpretation. Headings and captions to the articles and sections of this Agreement are for convenience only and shall form no part of this Agreement. As used in this Agreement, the words "include", "includes", "including" and words of similar import shall mean "without limitation."

Section 8.12. Counterparts/Signatures. This Agreement may be simultaneously executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall constitute but one and the same instrument. A photocopy or other reproduction of this Agreement shall be valid for all legal purposes. A photocopied, PDF or faxed signature of this Agreement shall also be valid for all legal purposes.

[signature page follows]

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

Village Improvement Association of West Haven, Incorporated

By: _____
Hon. Dorinda K. Borer
Its Mayor

By: _____
Colleen Bailie
Its Executive Director

Approved as to form:

Mark J. Malaspina
Carmody Torrance Sandak & Hennessey LLP

Exhibit A: Subaward Data

Subrecipient Name	Village Improvement Association of West Haven, Incorporated
Subrecipient Unique Entity Identifier:	NTDDGGL7SJF8
Federal Award Date of Award to the Recipient by the Federal Agency:	March 3, 2021
Subaward Period of Performance Start Date:	The Effective Date, as defined in the Agreement
Subaward Period of Performance End Date:	December 31, 2026
Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to the Subrecipient:	Up to \$1,000,000.00
Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Obligation:	Up to \$1,591,000.00
Total Amount of the Federal Award Committed to the Subrecipient by the Pass-Through Entity:	Up to \$1,591,000.00
Federal Award Project Description:	Blake Building Property Purchase, Remediation and Renovation
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 “Approved Activities” consist of the purchase, remediation and renovation of the Blake Building, 66 Tetlow Street, West Haven, Connecticut 06516 (the “Blake Building Property”) for the Allingtown Branch of the West Haven Public Library System.

Exhibit C: Approved Budget

Consult the applicable ARPA/CSLFRF Final Rule for specific directives and limitations on cost items. This Approved Budget is to be supplement in writing by the City and the Subrecipient with itemized breakdown when available.

REVENUES			Total Revenue
City of West Haven Coronavirus State and Local Fiscal Recovery Funds Awarded		\$	0.00
Budget Cost Categories		OMB Uniform Guidance Federal Awards Reference 2 C.F.R. 200	Total Expenditures
1.	Acquisition, Remediation and Renovation of the Blake Building Property	\$	Up to \$1,000,000.00
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.	<i>Add additional cost items as needed</i>		
16.	Total Direct Costs (add lines 1-15)	\$	
17.	Total Indirect Costs		
	Rate %:	\$	
	Base*:		
18.	Total Costs Federal Grant Funds (Lines 16 and 17) MUST EQUAL REVENUE TOTALS ABOVE	\$	Up to 1,000,000.00

* 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 cognizant 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.

Village Improvement Association of West Haven, Incorporated

By: Colleen Bailie
Its: Executive Director

Date

Exhibit E: Key Personnel

CITY INFORMATION	
Administrative Address:	Ken Carney, Chair ARPA Committee City of West Haven 355 Main St. West Haven, CT 06516
Invoice Address:	Ken Carney, Chair ARPA Committee City of West Haven 355 Main St. West Haven, CT 06516
Project Manager Name:	Ken Carney
Project Manager Title:	Chair, ARPA Committee
Project Manager Email:	KenCarney@whschools.org
Project Manager Phone:	203-530-0006
Fiscal Officer Name:	Michael Gormany
Fiscal Officer Title:	Finance Director
Fiscal Officer Email:	Mgormany@westhaven-ct.gov
Fiscal Officer Telephone:	203-937-3620
SUBRECIPIENT INFORMATION	
Administrative Address:	300 Elm Street, West Haven, CT 06516
Invoice Address:	300 Elm Street, West Haven, CT 06516
Project Manager Name:	Colleen Bailie
Project Manager Title:	Executive Director
Project Manager Email:	cbailie@westhavenlibrary.org
Project Manager Telephone:	203-937-4233
Fiscal Officer Name:	Colleen Bailie
Fiscal Officer Title:	Executive Director
Fiscal Officer Email:	cbailie@westhavenlibrary.org
Fiscal Officer Telephone:	203-937-4233

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): N/A

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 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.