



BOARD OF ALDERMEN REGULAR MEETING AGENDA
THURSDAY, JULY 11, 2024 AT 5:30 P.M. IN AUDITORIUM
SHELTON CITY HALL, 54 HILL STREET, SHELTON CT
Live-Streamed at www.cityofshelton.org

The Board of Aldermen Regular Meeting will be live-streamed on the City of Shelton's website: www.cityofshelton.org. Members of the public may also attend the meeting in person at Shelton City Hall.

- CALL OF THE MEETING
- PLEDGE OF ALLEGIANCE
- ROLL CALL
- PUBLIC PORTION
- AGENDA ITEMS

MINUTES FOR APPROVAL

1. MINUTES FOR APPROVAL
 - 1.1 BOARD OF ALDERMEN SPECIAL MEETING – JUNE 13, 2024
 - 1.2 BOARD OF ALDERMEN SPECIAL MEETING – JUNE 27, 2024

5.1 FINANCE COMMITTEE

5.1.1 NO ITEMS

5.2 PUBLIC HEALTH & SAFETY COMMITTEE

5.2.1 NO ITEMS

5.3 STREET COMMITTEE

5.3.1 NO ITEMS

REPORT OF THE MAYOR

REPORT OF THE PRESIDENT

6- LEGISLATIVE – OLD

- 6.1 ITEMS FROM PUBLIC HEARING
 - 6.1 A. NO ITEMS

7 – FINANCIAL BUSINESS – OLD

7.1 NO ITEMS

8 - FINANCIAL BUSINESS - NEW

- 8.1 JULY STATUTORY REFUNDS
- 8.2 HOUSATONIC RIVERWALK PROJECT AGREEMENT
- 8.3 SMALL CITIES GRANT: SINSABAUGH HEIGHTS PROJECT AGREEMENT
- 8.4 MULTI-PURPOSE TURF FIELD AT SHELTON HIGH SCHOOL PROJECT AGREEMENT

Stephanie D. Fitzgerald

2024 JUL -9 P 2:27

CITY OF SHELTON
TOWN CLERK

9 – LEGISLATIVE – NEW

9.1 ITEMS TO PUBLIC HEARING

9.1 A. NO ITEMS

9.2 APPOINTMENTS AND REAPPOINTMENTS TO THE BOARD OF ETHICS

10 - EXECUTIVE SESSION

10.A. REQUEST TO MOVE TO EXECUTIVE SESSION

10.1 NO ITEMS

ADJOURNMENT

1. MINUTES FOR APPROVAL

Move to waive the reading and approve the following meeting minutes:

1.1 BOARD OF ALDERMEN SPECIAL MEETING – JUNE 13, 2024

1.2 BOARD OF ALDERMEN SPECIAL MEETING – JUNE 27, 2024

Minutes can be viewed on the city website: www.cityofshelton.org.

5.1 FINANCE COMMITTEE

5.1.1 NO ITEMS

5.2 PUBLIC HEALTH & SAFETY COMMITTEE

5.2.1 NO ITEMS

5.3 STREET COMMITTEE

5.3.1 NO ITEMS

REPORT OF THE MAYOR

REPORT OF THE PRESIDENT

6– LEGISLATIVE – OLD

6.1 ITEMS FROM PUBLIC HEARING

6.1 NO ITEMS

7 – FINANCIAL BUSINESS – OLD

7.1 NO ITEMS

8 – FINANCIAL BUSINESS – NEW

8.1 JULY STATUTORY REFUNDS

Move that the report of the Tax Collector relative to the refund of taxes for a total amount of \$290.40 be approved and that the Finance Director be directed to make payments in accordance with the certified list received from the Tax Collector with funds to come from the Statutory Refunds Account 001-0000-311.13.00.

*(Supporting documentation from the Tax Collector is on file with the BOA Clerk or Town Clerk's Office)*89

8.2 HOUSATONIC RIVERWALK PROJECT AGREEMENT

Move to approve the following resolution:

Be it resolved that the City of Shelton has been awarded a \$113,000 grant from the CT DEEP Connecticut Recreation Trails Program with funds to be used towards the engineering and design of the Housatonic Riverwalk from 223 Canal Street to 267 Canal Street and that the City of Shelton solicited bids for these services with LANDTECH determined to be the lowest qualified bidder with a bid price of \$45,797, and

Further be it resolved, that Mayor Mark A. Lauretti is authorized to sign a contract by and between the City of Shelton and LANDTECH to conduct this work with funding to come from the CT DEEP Connecticut Recreation Trails Grant.

Housatonic Riverwalk

Memo

To: John Anglace, President Board of Aldermen

From: Paul J. Grimmer

cc: Kellie Vazzano, Administrative Assistant
Attorney Francis Teodosio, Corporation Counsel
file

Date: June 28, 2024

Re: Housatonic Riverwalk – Project Award: LANDTECH

The City of Shelton has awarded the engineering and design services to LANDTECH. The total bid is in the amount of \$45,797 and is fully funded from the City of Shelton's Connecticut Recreational Trails Grant provided through the State of CT Department of Energy and Environmental Protection.

The engineering and design of the Housatonic Riverwalk will consist of approximately 660 linear feet across 223, 235, 255 and 267 Canal Street. This design will connect with the existing Housatonic Riverwalk at 223 Canal Street.

Attorney Teodosio is preparing the contract between LANDTECH and the City of Shelton.

Currently, we are seeking the Board of Aldermen acceptance of the project and authorize Mayor Mark A. Lauretti to sign the agreement so that we may begin this necessary work. A copy of the bid tabulation is attached. A reference check of LANDTECH was conducted and all responses from local municipalities were very favorable.

If you have any questions, I encourage you to reach out to me at (203) 924-2521.

TEODOSIO STANEK, LLC
ATTORNEYS AT LAW

375 BRIDGEPORT AVENUE
SHELTON, CONNECTICUT 06484
TELEPHONE: 203-925-3000
FACSIMILE: 203-925-3003

FRANCIS A. TEODOSIO
Email: fteodosio@tsattorneys.com

PLEASE REPLY TO SHELTON

Oxford Office
481 OXFORD ROAD
OXFORD, CONNECTICUT 06478
TELEPHONE: 203-881-3600
FACSIMILE: 203-881-3606

June 27, 2024

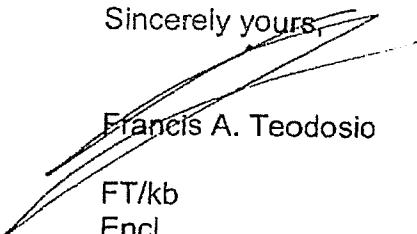
Mr. Brian Carey
LANDTECH
518 Riverside Avenue
Westport CT 06880

Re: *City of Shelton/Landtech*
Bid #2024-20

Dear Mr. Carey:

Enclosed herewith please find a fully executed Agreement between the City of Shelton and Landtech relative to the above referenced matter.

Sincerely yours,



Francis A. Teodosio

FT/kb
Encl.



THIS AGREEMENT, entered into on this 10 day of June, 2024 by and between the CITY of Shelton (hereinafter referred to as the "CITY") and LANDTECH (hereinafter referred to as the "CONTRACTOR"):

WHEREAS, the CITY desires to retain the services of CONTRACTOR to perform any and all services as required and set forth in "City of Shelton Bid # 2024-20 RFQ/RFP Design of Housatonic Riverwalk Extension" in accordance with the Contract Documents and Addenda set forth in Schedule A.

NOW, THEREFORE, CITY and the CONTRACTOR for the consideration of One (\$1.00) Dollar and other valuable consideration and under the terms and conditions hereinafter set forth, hereby agree as follows, to wit:

1. The CITY hereby engages the CONTRACTOR and the CONTRACTOR hereby agrees to perform any and all services as required and set forth in "City of Shelton Bid # 2024-20 RFQ/RFP Design of Housatonic Riverwalk Extension" in accordance with the Contract Documents and Addenda set forth in Schedule A.
2. Additional work shall be performed by the CONTRACTOR only with the specific authorization of the CITY under a written amendment to this Agreement.
3. The CONTRACTOR covenants and agrees that it will perform its services under this Agreement in accordance with the highest standards and best practices of its trade.
4. In performing the services required under this Agreement, the CONTRACTOR shall conform to all applicable provisions of Federal, State and local laws and regulations, including all environmental matters.
5. The CONTRACTOR shall indemnify, defend and save harmless the CITY for any damages, claims, actions and losses arising either directly or indirectly from the work performed by the CONTRACTOR or his subcontractors. The provisions of this paragraph shall survive the expiration or termination of the Agreement and shall in no way be limited by reason of any insurance coverage.
6. The CONTRACTOR shall provide the CITY with evidence of insurance coverage of a type and in the amounts required by the contract documents and naming the CITY as an additional insured if the CITY so requires. All insurance shall be taken out and maintained at no cost or expense to the CITY and the CONTRACTOR shall be responsible for the full amount of any deductible. A Performance Bond and a Payment Bond, each in the amount of NOT APPLICABLE shall be presented to the CITY prior to commencing the performance of any

work under this agreement. The Performance Bond shall be released upon the CITY's final acceptance of the Project.

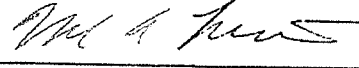
7. In providing the services required under this Agreement, the CONTRACTOR shall meet with CITY officials/representatives as often as reasonably necessary and shall be available upon request.
8. The CITY of Shelton may terminate any Contract/Purchase Order at any time for any reason. Said termination shall not give rise to any claim against the CITY for damages or for additional compensation.
9. Nonappropriation: If the CITY fails to appropriate the funds required by the Agreement or fails for two consecutive months to make the payments required hereunder, the Agreement shall be deemed to be terminated and of no further force and effect, and the CONTRACTOR shall retain all sums previously deposited as liquidated damages, provided the CITY shall pay CONTRACTOR any amounts due for services rendered as of the date of termination.
10. The CITY shall compensate the CONTRACTOR in accordance with rates listed on the bid proposal form attached as Schedule A.
11. The CONTRACTOR shall not assert any claim arising out of any act or omission by any agent, officer or employee of the CITY in the execution or performance of this Agreement.
12. The CONTRACTOR shall commence work on this project as directed by the CITY.
13. All work performed by the CONTRACTOR shall be subject to inspection and acceptance by the CITY.
14. The wages paid on an hourly basis to any mechanic, laborer or workman employed upon the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such employee to any employee welfare fund, as defined in subsection (i) of Section 31-53 of the General Statutes, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public work project is being constructed. Any CONTRACTOR who is not obligated by agreement to make payment or contribution on behalf of such employees to any such employee welfare fund shall pay to each employee as part of his wages the amount of payment or contribution for his classification on each pay day.
15. Pursuant to Connecticut General Statutes Section 49-41a, the CONTRACTOR, within thirty (30) days after payment by the CITY, shall pay any amounts due any subcontractor, whether for labor performed or materials furnished, when the labor or materials have been included in a requisition submitted by the CONTRACTOR and paid by the CITY. In addition, the CONTRACTOR shall include in each of its subcontracts a provision requiring each subcontractor to pay any amounts due any of its subcontractors, whether for labor performed or materials furnished, within thirty (30) days after such subcontractor receives a payment from the CONTRACTOR which encompasses labor and materials furnished by such subcontractor.
16. Pursuant to Connecticut General Statutes Section 49-41b, the CITY shall withhold five percent (5%) from any periodic payment or final payment until the work required herein has been completed and accepted by the CITY.

17. The CONTRACTOR acknowledges the execution of the Non-Collusion Affidavit which was submitted as part of the bid documents and reaffirms the statements provided for therein.
18. The CONTRACTOR agrees that the CITY of Shelton, the State of Connecticut, agencies of the Federal Government, or any other authorized representatives, shall, until the expiration of three (3) years after the final payment under the contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of such CONTRACTOR, involving transactions related to the CONTRACTOR.

The period of access and examination described above, for records which related to (1) appeals for disputes, (2) litigation of the settlement of claims arising out of the performance of this contract, or (3) costs and expenses in relation to the performance of the contract to which exception has been taken by the CITY, State or Federal government or any of their duly authorized representatives, shall continue until such appeals, litigation, claims or exceptions have been disposed of.

19. Pursuant to Connecticut General Statutes Section 31-52a, in the employment of mechanics, laborers or workmen to perform the work specified herein, preference shall be given to residents of the state who are, and continuously for at least six (6) months prior to the date hereof have been, residents of this state, and if no such person is available, then to residents of other states.

CITY OF SHELTON

By 

Mark A. Lauretti
Mayor

LANDTECH

By 

LAND TECH
Contractor Title

SCHEDULE A

1. Bid Response Report
2. Addendum 1
3. Certificate of Liability Insurance
4. Non-Collusion Affidavit
5. Proposal

Boa Clerk

From: Kellie Vazzano
Sent: Tuesday, July 2, 2024 11:52 AM
To: Boa Clerk; Paul Grimmer
Subject: FW: 10112023 BOA Special Meeting Minutes - Item 8.3 CT Recreational Trails Program Grant

From: Boa Clerk <boaclerk@cityofshelton.org>
Sent: Thursday, October 12, 2023 2:21 PM
To: Kellie Vazzano <k.vazzano@cityofshelton.org>; Frances Freer <f.freer@cityofshelton.org>; Paul Grimmer (p.grimmer@sheltonedc.com) <p.grimmer@sheltonedc.com>; Aleta Miner <a.miner@sheltonedc.com>; Paul Hiller <p.hiller@cityofshelton.org>; Lynne Piscitelli <l.piscitelli@cityofshelton.org>; Wendy Gally <w.gally@cityofshelton.org>; Cyndee Burke <c.burke@cityofshelton.org>
Subject: 10112023 BOA Special Meeting Minutes - Item 8.3 CT Recreational Trails Program Grant

10112023 BOA Special Meeting Minutes

To: Kellie V., Fran F., Paul G., Aleta M., Paul H., Lynne P., Wendy G., Cyndee B.

8.3 CONNECTICUT RECREATIONAL TRAILS PROGRAM GRANT

Alderman Anglace MOVED,

Be it RESOLVED that Mayor Mark A. Lauretti be, and hereby is, authorized to accept on behalf of the City of Shelton, a Connecticut Recreation Trails Grant in the amount of \$113,000 for the Design and Engineering Services of the Housatonic Riverwalk from 223 Canal Street through to 267 Canal Street; and appropriate the required matching share of \$28,250 with funding to come from the aldermanic bonding pursuant to Section 7.16 of the City Charter.

FURTHER RESOLVED, that the Shelton Economic Development Corporation has been tasked to administer the Connecticut Recreation Trails Grant and perform all activities to carry out the program work as specified in the grant contract as provided by the Connecticut DEEP Bureau of Outdoor Recreation, State Parks Division.

Seconded by Alderman Balamaci.

Discussion:

Alderman Simonetti: I think this goes to the article that we go after the Grants to get things done and it helps keep our costs down. Excellent.

Mayor Lauretti: It has been a big week for us, a big two weeks in terms of being a Grant recipient. I was with the Governor on Sunday at the Columbus Day Parade in Bridgeport and personally thanked him for his support for the \$2 million for Canal Street and the \$500,000 for the field at Shelton High School. Those are going to pay dividends for us and for the State.

Alderman Anglace: The Governor has been very cooperative and positive with us, hasn't he?

Mayor Lauretti: He has been great. He has given us \$7.5 million in the last year and a half. Why would I say anything other than that.

Alderman Anglace: Nothing but a good positive relationship with him.

Alderman Simonetti: This one and several other Governors too we have had good relationships.

A voice vote was taken and motion passed unanimously (7-0).

8.3 SMALL CITIES GRANT: SINSABAUGH HEIGHTS PROJECT AGREEMENT

Move to approve the following resolution:


Be it resolved that the City of Shelton has been awarded a \$1,500,000 grant from the CT Small Cities Grant Program with funds to be used to support upgrades at Sinsabaugh Heights and that the City of Shelton solicited a bid for the upgrades with KAFA Group LLC determined to be the lowest qualified bidder with a bid price of \$1,171,986, and

Further be it resolved, that Mayor Mark A. Lauretti is authorized to sign a contract by and between the City of Shelton and KAFA Group LLC to conduct this work with funding to come from the Small Cities Grant.

**Small Cities -
Sinsabaugh**

Memo

To: John Anglace, President Board of Aldermen

From: Paul J. Grimmer 

cc: Kellie Vazzano, Administrative Assistant
Attorney Francis Teodosio, Corporation Counsel
Harriet Polansky, Shelton Housing Authority
Madlyn McGowan, Shelton Housing Authority

Date: June 27, 2024

Re: **Sinsabaugh Heights – Project Award: KAFA Group, LLC**

The City of Shelton has awarded the renovations of the Sinsabaugh Heights project to the KAFA Group, LLC. The total bid is in the amount of \$1,171,986 and is fully funded from the City of Shelton Small Cities Grant. Total funds available for construction are \$1,287,000.

The project entails construction renovations (doors, windows, floors) throughout the facility, installation of a call for aid service in Sinsabaugh II, installation of natural gas power electric generators to serve every unit, and other miscellaneous activities.

Attorney Teodosio is preparing the contract between KAFA Group, LLC and the City of Shelton.

Currently, we are seeking the Board of Alderman acceptance of the project and authorize Mayor Mark A. Lauretti to sign the agreement so that we may begin this necessary work. Copies of the bid tabulation, architect's recommendation and reference check have been attached for your review.



THIS AGREEMENT, entered into on this _____ day of July, 2024 by and between the CITY of Shelton (hereinafter referred to as the "CITY") and KAFA Group, LLC (hereinafter referred to as the "CONTRACTOR"):

WHEREAS, the CITY desires to retain the services of CONTRACTOR to perform any and all services as required and set forth in "City of Shelton Bid # 2024-21R Sinsabaugh Heights Renovation Re-Bid" in accordance with the Contract Documents and Addenda set forth in Schedule A.

NOW, THEREFORE, CITY and the CONTRACTOR for the consideration of One (\$1.00) Dollar and other valuable consideration and under the terms and conditions hereinafter set forth, hereby agree as follows, to wit:

1. The CITY hereby engages the CONTRACTOR and the CONTRACTOR hereby agrees to perform any and all services as required and set forth in "City of Shelton Bid # 2024-21R Sinsabaugh Heights Renovation Re-Bid" in accordance with the Contract Documents and Addenda set forth in Schedule A.
2. Additional work shall be performed by the CONTRACTOR only with the specific authorization of the CITY under a written amendment to this Agreement.
3. The CONTRACTOR covenants and agrees that it will perform its services under this Agreement in accordance with the highest standards and best practices of its trade.
4. In performing the services required under this Agreement, the CONTRACTOR shall conform to all applicable provisions of Federal, State and local laws and regulations, including all environmental matters.
5. The CONTRACTOR shall indemnify, defend and save harmless the CITY for any damages, claims, actions and losses arising either directly or indirectly from the work performed by the CONTRACTOR or his subcontractors. The provisions of this paragraph shall survive the expiration or termination of the Agreement and shall in no way be limited by reason of any insurance coverage.
6. The CONTRACTOR shall provide the CITY with evidence of insurance coverage of a type and in the amounts required by the contract documents and naming the CITY as an additional insured if the CITY so requires. All insurance shall be taken out and maintained at no cost or expense to the CITY and the CONTRACTOR shall be responsible for the full amount of any deductible. A Performance Bond and a Payment Bond, each in the amount of NOT APPLICABLE shall be presented to the CITY prior to commencing the performance of any

work under this agreement. The Performance Bond shall be released upon the CITY's final acceptance of the Project.

7. In providing the services required under this Agreement, the CONTRACTOR shall meet with CITY officials/representatives as often as reasonably necessary and shall be available upon request.
8. The CITY of Shelton may terminate any Contract/Purchase Order at any time for any reason. Said termination shall not give rise to any claim against the CITY for damages or for additional compensation.
9. Nonappropriation: If the CITY fails to appropriate the funds required by the Agreement or fails for two consecutive months to make the payments required hereunder, the Agreement shall be deemed to be terminated and of no further force and effect, and the CONTRACTOR shall retain all sums previously deposited as liquidated damages, provided the CITY shall pay CONTRACTOR any amounts due for services rendered as of the date of termination.
10. The CITY shall compensate the CONTRACTOR **One Million One Hundred Seventy One Thousand Nine Hundred Eight Six and 00/100 (\$1,171,986.00) Dollars.**
11. The CONTRACTOR shall not assert any claim arising out of any act or omission by any agent, officer or employee of the CITY in the execution or performance of this Agreement.
12. The CONTRACTOR shall commence work on this project as directed by the CITY.
13. All work performed by the CONTRACTOR shall be subject to inspection and acceptance by the CITY.
14. The wages paid on an hourly basis to any mechanic, laborer or workman employed upon the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such employee to any employee welfare fund, as defined in subsection (i) of Section 31-53 of the General Statutes, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public work project is being constructed. Any CONTRACTOR who is not obligated by agreement to make payment or contribution on behalf of such employees to any such employee welfare fund shall pay to each employee as part of his wages the amount of payment or contribution for his classification on each pay day.
15. Pursuant to Connecticut General Statutes Section 49-41a, the CONTRACTOR, within thirty (30) days after payment by the CITY, shall pay any amounts due any subcontractor, whether for labor performed or materials furnished, when the labor or materials have been included in a requisition submitted by the CONTRACTOR and paid by the CITY. In addition, the CONTRACTOR shall include in each of its subcontracts a provision requiring each subcontractor to pay any amounts due any of its subcontractors, whether for labor performed or materials furnished, within thirty (30) days after such subcontractor receives a payment from the CONTRACTOR which encompasses labor and materials furnished by such subcontractor.
16. Pursuant to Connecticut General Statutes Section 49-41b, the CITY shall withhold five percent (5%) from any periodic payment or final payment until the work required herein has been completed and accepted by the CITY.

17. The CONTRACTOR acknowledges the execution of the Non-Collusion Affidavit which was submitted as part of the bid documents and reaffirms the statements provided for therein.
18. The CONTRACTOR agrees that the CITY of Shelton, the State of Connecticut, agencies of the Federal Government, or any other authorized representatives, shall, until the expiration of three (3) years after the final payment under the contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of such CONTRACTOR, involving transactions related to the CONTRACTOR.

The period of access and examination described above, for records which related to (1) appeals for disputes, (2) litigation of the settlement of claims arising out of the performance of this contract, or (3) costs and expenses in relation to the performance of the contract to which exception has been taken by the CITY, State or Federal government or any of their duly authorized representatives, shall continue until such appeals, litigation, claims or exceptions have been disposed of.

19. Pursuant to Connecticut General Statutes Section 31-52a, in the employment of mechanics, laborers or workmen to perform the work specified herein, preference shall be given to residents of the state who are, and continuously for at least six (6) months prior to the date hereof have been, residents of this state, and if no such person is available, then to residents of other states.

CITY OF SHELTON

KAFA GROUP, LLC

By _____

By _____

Mark A. Lauretti

 Mayor

 Contractor Title

SCHEDULE A

1. Evaluation Tabulation
2. AEPMI Recommendation Letter
3. References
4. Response Document
5. Certificate of Liability Insurance
6. Pricing Proposal
7. Bid Bond
8. Non-collusion Affidavit

8.4 MULTI-PURPOSE TURF FIELD AT SHELTON HIGH SCHOOL PROJECT AGREEMENT

Move to approve the agreement by and between the City of Shelton and CEH Consulting and Engineering for design services for the new multi-purpose turf field project to be installed at Shelton High School's lower field.

Further authorize Mayor Mark A. Lauretti to sign any and all documents to effectuate the release.

9 – LEGISLATIVE – NEW

9.1 ITEMS TO PUBLIC HEARING

9.1 A. NO ITEMS



THIS AGREEMENT, entered into on this _____ day of _____, 2024 by and between the CITY of Shelton (hereinafter referred to as the "CITY") and CEH CONSULTING AND ENGINEERING (hereinafter referred to as the "CONTRACTOR");

WHEREAS, the CITY desires to retain the services of CONTRACTOR to perform any and all services as required and set forth in "City of Shelton Bid # 2024-19 RFQ/RFP Design Consulting Services-Shelton High School Lower Field" in accordance with the Contract Documents and Addenda set forth in Schedule A.

NOW, THEREFORE, CITY and the CONTRACTOR for the consideration of One (\$1.00) Dollar and other valuable consideration and under the terms and conditions hereinafter set forth, hereby agree as follows, to wit:

1. The CITY hereby engages the CONTRACTOR and the CONTRACTOR hereby agrees to perform any and all services as required and set forth in "City of Shelton Bid # 2024-19 RFQ/RFP Design Consulting Services-Shelton High School Lower Field" in accordance with the Contract Documents and Addenda set forth in Schedule A.
2. Additional work shall be performed by the CONTRACTOR only with the specific authorization of the CITY under a written amendment to this Agreement.
3. The CONTRACTOR covenants and agrees that it will perform its services under this Agreement in accordance with the highest standards and best practices of its trade.
4. In performing the services required under this Agreement, the CONTRACTOR shall conform to all applicable provisions of Federal, State and local laws and regulations, including all environmental matters.
5. The CONTRACTOR shall indemnify, defend and save harmless the CITY for any damages, claims, actions and losses arising either directly or indirectly from the work performed by the CONTRACTOR or his subcontractors. The provisions of this paragraph shall survive the expiration or termination of the Agreement and shall in no way be limited by reason of any insurance coverage.
6. The CONTRACTOR shall provide the CITY with evidence of insurance coverage of a type and in the amounts required by the contract documents and naming the CITY as an additional insured if the CITY so requires. All insurance shall be taken out and maintained at no cost or expense to the CITY and the CONTRACTOR shall be responsible for the full amount of any deductible. A Performance Bond and a Payment Bond, each in the amount of NOT APPLICABLE shall be presented to the CITY prior to commencing the performance of any

work under this agreement. The Performance Bond shall be released upon the CITY's final acceptance of the Project.

7. In providing the services required under this Agreement, the CONTRACTOR shall meet with CITY officials/representatives as often as reasonably necessary and shall be available upon request.
8. The CITY of Shelton may terminate any Contract/Purchase Order at any time for any reason. Said termination shall not give rise to any claim against the CITY for damages or for additional compensation.
9. Nonappropriation: If the CITY fails to appropriate the funds required by the Agreement or fails for two consecutive months to make the payments required hereunder, the Agreement shall be deemed to be terminated and of no further force and effect, and the CONTRACTOR shall retain all sums previously deposited as liquidated damages, provided the CITY shall pay CONTRACTOR any amounts due for services rendered as of the date of termination.
10. The CITY shall compensate the CONTRACTOR in accordance with rates listed on the bid proposal form attached as Schedule A.
11. The CONTRACTOR shall not assert any claim arising out of any act or omission by any agent, officer or employee of the CITY in the execution or performance of this Agreement.
12. The CONTRACTOR shall commence work on this project as directed by the CITY.
13. All work performed by the CONTRACTOR shall be subject to inspection and acceptance by the CITY.
14. The wages paid on an hourly basis to any mechanic, laborer or workman employed upon the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such employee to any employee welfare fund, as defined in subsection (i) of Section 31-53 of the General Statutes, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public work project is being constructed. Any CONTRACTOR who is not obligated by agreement to make payment or contribution on behalf of such employees to any such employee welfare fund shall pay to each employee as part of his wages the amount of payment or contribution for his classification on each pay day.
15. Pursuant to Connecticut General Statutes Section 49-41a, the CONTRACTOR, within thirty (30) days after payment by the CITY, shall pay any amounts due any subcontractor, whether for labor performed or materials furnished, when the labor or materials have been included in a requisition submitted by the CONTRACTOR and paid by the CITY. In addition, the CONTRACTOR shall include in each of its subcontracts a provision requiring each subcontractor to pay any amounts due any of its subcontractors, whether for labor performed or materials furnished, within thirty (30) days after such subcontractor receives a payment from the CONTRACTOR which encompasses labor and materials furnished by such subcontractor.
16. Pursuant to Connecticut General Statutes Section 49-41b, the CITY shall withhold five percent (5%) from any periodic payment or final payment until the work required herein has been completed and accepted by the CITY.

17. The CONTRACTOR acknowledges the execution of the Non-Collusion Affidavit which was submitted as part of the bid documents and reaffirms the statements provided for therein.
18. The CONTRACTOR agrees that the CITY of Shelton, the State of Connecticut, agencies of the Federal Government, or any other authorized representatives, shall, until the expiration of three (3) years after the final payment under the contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of such CONTRACTOR, involving transactions related to the CONTRACTOR.

The period of access and examination described above, for records which related to (1) appeals for disputes, (2) litigation of the settlement of claims arising out of the performance of this contract, or (3) costs and expenses in relation to the performance of the contract to which exception has been taken by the CITY, State or Federal government or any of their duly authorized representatives, shall continue until such appeals, litigation, claims or exceptions have been disposed of.

19. Pursuant to Connecticut General Statutes Section 31-52a, in the employment of mechanics, laborers or workmen to perform the work specified herein, preference shall be given to residents of the state who are, and continuously for at least six (6) months prior to the date hereof have been, residents of this state, and if no such person is available, then to residents of other states.

CITY OF SHELTON

CEH ENGINEERING AND CONSULTING

By _____

By _____

Mark A. Lauretti

Mayor

Contractor Title

SCHEDULE A

1. Bid Response Report
2. Certificate of Liability Insurance
3. Non-Collusion Affidavit
4. Request for Proposal

Boa Clerk

From: Boa Clerk
Sent: Thursday, October 12, 2023 2:21 PM
To: Kellie Vazzano (k.vazzano@cityofshelton.org); Frances Freer (f.freer@cityofshelton.org); BERNARD SIMONS; Paul Hiller (p.hiller@cityofshelton.org); Lynne Piscitelli (l.piscitelli@cityofshelton.org); John Calhoun (jcalhoun@sheltonpublicschools.org)
Subject: 10112023 BOA Special Meeting Minutes - Item 8.6 Appt of PIBC to Oversee the Const

10112023 BOA Special Meeting Minutes

To: Kellie V., Fran F., Bernie S., Paul H., Lynne P., John C.,

8.6 APPOINTMENT OF PUBLIC IMPROVEMENT BUILDING COMMITTEE TO OVERSEE THE CONSTRUCTION OF A NEW MULTI-PURPOSE SYNTHETIC TURF FIELD AT 120 MEADOW STREET (SHELTON HIGH SCHOOL)

Alderman Anglace MOVED, pursuant to Charter Section 5.3.2, to authorize the Public Improvement Building Committee (PIBC) to oversee the construction of a new multi-purpose synthetic turf field turf at Shelton High School's lower field at 120 Meadow Street.

Seconded by Alderman Simons.

Discussion:

Mayor Lauretti: Pretty straight forward.

Alderman McKinnon: This is going on the lower field, soccer field?

Alderman Simonetti: Yes, that's the one.

A voice vote was taken and motion passed unanimously (7-0).

Boa Clerk

From: Boa Clerk
Sent: Monday, August 14, 2023 2:50 PM
To: Kellie Vazzano (k.vazzano@cityofshelton.org); Frances Freer (f.freer@cityofshelton.org); Paul Grimmer (p.grimmer@sheltonedc.com); r.herrick@cityofshelton.org; c.burke@cityofshelton.org; Fran Teodosio; Paul Hiller (p.hiller@cityofshelton.org); Lynne Piscitelli (l.piscitelli@cityofshelton.org); w.gally@cityofshelton.org
Subject: 08102023 BOA Regular Meeting Minutes - Item 8.6 STEAP Grant Application for a multi-purpose synthetic turf sports field at 120 Meadow Street

AUGUST 10, 2023

BOA REGULAR FULL BOARD MEETING MINUTES

To: Kellie V., Fran F., Paul G., Ron H., Cyndee B., Fran T., Paul H., Lynne P., Wendy G.,

8.6 STEAP GRANT APPLICATION FOR A MULTI-PURPOSE SYNTHETIC TURF SPORTS FIELD AT 120 MEADOW STREET

Alderman Anglace MOVED

Be it resolved that Mayor Mark A. Lauretti be, and hereby is, authorized to accept on behalf of the City of Shelton, a 2023 Connecticut STEAP Grant in the amount of \$500,000 for the installation of a multi-purpose synthetic sports field; and

Further be it resolved, Mayor Mark A. Lauretti is hereby authorized to enter into and execute any and all agreements, contracts and documents necessary to obtain said 2023 STEAP Grant with the State of Connecticut.

Seconded by Alderman Balamaci.

Discussion:

Mayor Lauretti: Those of you that follow sports and youth programs understand the value that a turf field can bring to any of these programs. It gives you more flexibility, it allows more usage. There is very little maintenance associated with it. We probably should have done this years ago. The soccer field at Shelton High School I think is a prime applicant for something like this because the sitework is in, the drainage is in, the fencing is in so all we are doing is replacing the turf. The

Perry Hill School also is a location where this application would work very well. Maybe if we are fortunate enough to get this grant and we take care of the high school, then we go to Perry Hill. It gives us a lot more options, particularly in inclement weather. Youth programs also have an opportunity to use some of this stuff when the high school programs are not. Just take it as good value.

Alderman Anglace: Location, it says on here, the lower field near the tennis courts.

Mayor Lauretti: As you pull into Shelton High School and you wind your way up to the parking lot, it is right on the left-hand side in the lower level.

A voice vote was taken and motion passed unanimously (7-0).

9.2 APPOINTMENTS AND REAPPOINTMENTS TO THE BOARD OF ETHICS

Move to appoint the following residents to the Board of Ethics effective immediately:

*Janet Wheeler – R
203 Fox Run, Aspetuck Village
Shelton, CT 06484
Email: janetwheeler203@gmail.com
Tel. 475-225-5727
Expiration: July 11, 2027*

*Gary DeFilippo – R
43 Perch Drive
Shelton, CT 06484
Tel. 203-305-3026
Expiration: July 11, 2027*

*Maryanne Far – D
17 Sylvan Avenue
Shelton, CT 06484
Tel. 203-924-2862
Expiration: July 11, 2026*

*James Woods – U
23 Copper Penny Lane
Shelton, CT 06484
Tel. 203-929-4576
Expiration: July 11, 2026*

Further, move to reappoint the following residents to the Board of Ethics effective immediately:

*William McCart - U
18 Woodsend Avenue
Shelton, CT 06484
billmccart@att.net
Tel. 203-924-2084
Expiration: September 1, 2025*

BOARD OF ETHICS

Sec. 5.3.5

The City shall have a Board of Ethics which shall have all the powers conferred upon and imposed by Ordinance of the City. The Board of Ethics will consist of (5) members of whom no more than two (2) shall be from the same party and will be appointed by the Board of Aldermen for a term of (3) years. The terms of the members shall be staggered in a manner that not more than two (2) members' term will expire in any year. Members of the Board of Ethics shall not be an employee of the City, hold any elected office, hold any other appointed position as defined in Sec. 5.2 and 5.3 of the City Charter, or provide goods or services to the city.

~~Frank Carroll - (D)~~

~~499 Elk Run, Shelton, CT 06484~~

~~Tel: (203) 929-6859~~

~~Term: May 14, 2015 - May 14, 2021~~

~~Dr. Jeff A. Forte - (D)~~

~~125 Nells Rock Road, Shelton, CT 06484~~

~~Tel: (203) 926-9295~~

~~Email: jeff.forte@snet.net~~

~~TERM: Expires September 7, 2020~~

~~William "Bill" McCart - (U)~~

~~18 Woodsend Avenue, Shelton, CT 06484~~

~~Tel: (203) 924-2084~~

~~Email: billmccart@att.net~~

~~TERM: Expires September 7, 2019~~

~~Thomas McGorty - (R) - Chairman~~

~~11 Megan Court, Shelton, CT 06484~~

~~Tel: (203) 926-8561~~

~~Email: tomm@ppmgllc.com~~

~~TERM: Expires September 7, 2019~~

~~Kenneth G. Olin - (R) - Vice Chairman~~

~~6 Gene Drive, Shelton, CT 06484~~

~~Tel: (203) 929-4570~~

~~Email: retiredkgo@yahoo.com~~

~~Term: February 11, 2015 - February 10, 2021~~

~~Clerk: Cyndee Burke~~

~~2 Barbara Drive, Shelton, CT 06484~~

~~Mobile: (203) 258-7330~~

~~Email: c.burke@cityofshelton.org~~

Revised: 01/03/2019

10 - EXECUTIVE SESSION

10.A. REQUEST TO MOVE TO EXECUTIVE SESSION

10.1 NO ITEMS

Adjournment
