



**TOWN COUNCIL
WATERTOWN, CONNECTICUT
MONDAY, OCTOBER 6, 2025
REGULAR MEETING – 7:00 P.M.**

AGENDA

**WATERTOWN TOWN HALL
TOWN COUNCIL CHAMBERS
61 ECHO LAKE RD.
WATERTOWN, CT 06795**

1. Call Meeting to Order.
2. Pledge of Allegiance.
3. Roll Call.
4. Public Participation.

The Town Council invites the public to speak under public participation. Please complete and provide a *Watertown Town Council Public Participation* Form if you wish to speak at the meeting. Copies are available on the Town's website or at the meeting. There is a time limit of three minutes per speaker.

5. Minutes.
 - a. September 8, 2025 - Special Meeting
 - b. September 15, 2025 - Regular Meeting
6. Chairman's Report
 - a. Correspondence
7. Staff Reports.
 - a. Town Manager
 - b. Finance Director
8. Subcommittees.
9. New Business.
 - a. Consider appointments to boards and commissions.

- b. Consider setting a Special Town Meeting date, time and place to consider authorizing an appropriation of \$3,019,560 from the General Fund to secure funding of a reimbursement grant under the State of Connecticut Transportation Alternatives Federal Surface Transportation Block Grant Program State Project 153-125. Reimbursement will be received in the amount of \$2,382,240 with the Town's municipal share of \$637,320. This grant is for the construction of Steele Brook Greenway project to build a segment of 10-12 foot wide multi-use trail along Steele Brook beginning at French Street and ending at the Unico field.
- c. Consider authorizing the Town Manager to execute a Construction Engineering and Inspection Agreement between the Town and Weston and Sampson Engineers for the inspection of the Steele Brook Greenway Project – State Project No. 153-125.
- d. Consider authorizing the Town Manager to execute a Project Authorization Letter with the State of Connecticut for the construction portion of the Steele Brook Greenway State Project NO. 153-125.
- e. Consider authorizing an appropriation in the amount of \$8,007 from the Johanna Hayes Communications Grant to account 262.50320.511.0000.9062 for the purchase and installation of 60 foot wooden utility poles at Black Rock Dam and Judd Farm Road for the communication upgrade project.
- f. Consider an appropriation from the General Fund in the amount of \$24,744.08 to line item 010.50550.020.3236.9010- New Police Cars 2025-2026 for the purchase of a replacement patrol vehicle and associated equipment for the Watertown Police Department due to a motor vehicle accident. Funds anticipated from the Town's insurance carrier.
- g. Consider an appropriation from the General Fund in the amount of \$27,450.92 to line item 010.50550.020.3236.9010- New Police Cars 2025-2026 to cover the remaining cost above insurance payment for a patrol replacement vehicle and associated equipment due to a motor vehicle accident.
- h. Consider authorizing an appropriation in the amount of \$1,682.22 from the General Fund to Police Overtime line item-010.50130.020.0000.9010. Funds received from the State of Connecticut for Homeland Security activities.
- i. Consider authorizing an appropriation in the amount of \$1,396 from the Special Fund to line item 070-507720-094-3181-9070-Recreation Special Events for the purchase of iPads to be used for assisting community programs and special events. Funds received from a grant from the Thomaston Savings Bank Foundation.

**THIS MEETING WILL BE AN IN-PERSON MEETING AND WILL ALSO BE AVAILABLE
VIA ZOOM IN LISTEN ONLY MODE**

**A LINK WILL BE POSTED ON THE DAY OF THE MEETING
PLEASE SEE WWW.WATERTOWNCT.ORG UNDER THE CALENDAR OF MEETINGS**

- j. Consider a resolution authorizing the payment of tax refunds.
10. Adjournment.

**THIS MEETING WILL BE AN IN-PERSON MEETING AND WILL ALSO BE AVAILABLE
VIA ZOOM IN LISTEN ONLY MODE**

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You are invited to a

PUBLIC INFORMATION MEETING

STATE PROJECT NO. 153-127
Main Street (CT Route 63) Complete Streets Design Project
(French Street to Baldwin Street)

And Main Street (CT Route 63) Concept Planning Study
(Oakville to French Street)

TOWN OF WATERTOWN, CT

**TO BE HELD October 23, 2025, at 6:00 p.m. at the
Watertown Town Hall Town Council Chambers,
61 Echo Lake Road, Watertown, CT 06795**

**An Open House discussion of the two projects will begin at 6:00 PM,
followed by presentations of the project plans at 6:30 PM.**

Residents, business owners, commuters, and other interested individuals are encouraged to take advantage of this opportunity to discuss this project in the
Town of Watertown, CT

PLEASE JOIN US ON
OCTOBER 23, 2025

There will be a 14-day comment period that follows the meeting, individuals may leave a question or comment via email (preferred) or phone at dpwinfo@watertownct.org phone: 860-945-5240.



Town Council
Regular Meeting 10/06/2025
Item: 9b



September 23, 2025

Mr. Mark A. Raimo
Town Manager
Town of Watertown
61 Echo Lake Road
Watertown, Connecticut 06795
raimo@watertownct.org

Town Council
Regular Meeting 10/06/2025
Item: 9c

Dear Mr. Raimo:

Subject: **Fee Approval and Authorization to Execute
Construction Engineering & Inspection Agreement**
State Project No. 153-125
Federal-Aid Project No. PEDS(255)
Steele Brook Greenway
Town of Watertown

The Connecticut Department of Transportation (CTDOT) has reviewed and hereby approves the fee and drafted Construction Engineering & Inspection Agreement between the Town of Watertown (Town) and Weston & Sampson Engineers Inc. (Consultant) for the inspection of the subject project (copy enclosed).

The Town is hereby authorized to execute the agreement with the Consultant in the amount of Three Hundred Forty-two Thousand, Eight Hundred Thirty-nine Dollars (\$342,839), which includes Seven Thousand, Five Hundred Dollars (\$7,500) for direct costs, and an Extra Work allowance of Thirty-one Thousand, One Hundred Sixty-seven Dollars (\$31,167). A copy of the executed Construction Engineering & Inspection Agreement should be sent to this office for the CTDOT's records.

A Project Authorization Letter (PAL) was sent to you on August 29, 2025 for the construction phase of this project. Please be aware that reimbursement for the construction engineering and inspection work cannot be made until the PAL is fully executed, so the Town may wish to consider the timing of executing the agreements.

If you have any questions, please contact the Project Liaison, Mr. Mark Jewell of Vanasse Hangen Brustlin, Inc., at (860) 807-4326.

Very truly yours,

Digitally signed by
Calabrese, Michael
Date: 2025.09.25
22:19:48-04'00'

Michael N. Calabrese, P.E.
Division Chief of Highway Design
Bureau of Engineering and Construction

Enclosure

2800 Berlin Turnpike
P.O. Box 317546
Newington, CT 06131-7546
860-594-2075

CT.GOV/DOT

AGREEMENT

BETWEEN THE TOWN OF WATERTOWN

AND

WESTON & SAMPSON ENGINEERS INC.

FOR

CONSTRUCTION ENGINEERING & INSPECTION

TABLE OF CONTENTS

NOTE: ANY ITEM STAMPED "DNA" OR "DOES NOT APPLY" IS HEREBY DELETED PRIOR TO THE EXECUTION OF THIS AGREEMENT WITH THE CONCURRENCE OF THE CONSULTING ENGINEER.

RESPONSIBILITY OF THE CONSULTING ENGINEER

- (1) SCOPE OF SERVICES
- (2) QUALIFICATIONS OF CONSULTING ENGINEER PERSONNEL
- (3) WORK PERIOD
- (4) EXTRA WORK
- (5) ERRORS AND OMISSIONS BY THE CONSULTING ENGINEER
- (6) RESPONSIBILITY FOR ACCURACY OF WORK
- (7) FURNISHING OF TOOLS OF THE TRADE BY CONSULTING ENGINEER
- (8) CONSULTING ENGINEER'S INSPECTION FORCE
- (9) ATTENDANCE AT TRAINING SEMINARS, SCHOOLS, AND/OR-MEETINGS
- (10) COOPERATION WITH OTHERS
- (11) PROTECTION OF RECORDS
- (12) INSURANCE

- (13) RESPONSIBILITY FOR CLAIMS AND LIABILITY
- (14) RESTRICTIONS ON SUBLETTING OF AGREEMENT/INSURANCE REQUIREMENT FOR SUBCONTRACTING ENGINEERS
- (15) TERMINATION
- (16) PROGRESS REPORTS
- (17) PAYMENT TO THE CONSULTING ENGINEER
- (18) SUBMITTAL OF FINAL DOCUMENTS/SUBMISSION OF CERTIFIED STATEMENT
- (19) AGENT FOR SERVICE OF PROCESS
- (20) SUBMITTAL OF CERTIFIED PAYROLL
- (21) COVENANT AGAINST CONTINGENT FEES
- (22) MAINTENANCE AND AUDIT OF RECORDS
- (23) COMMENCEMENT OF SERVICES
- (24) DIRECT COST ITEMS
- (25) CARE OF MUNICIPALLY-OWNED EQUIPMENT
- (26) CLAIMS OF INJURIES OR DAMAGE DUE TO THE CONTRACTOR'S OPERATIONS
- (27) CONFLICTS BETWEEN DOCUMENTS AND AGREEMENT
- (28) POLICY ON DISADVANTAGED BUSINESS ENTERPRISE PROGRAM
- (29) SMALL CONTRACTOR AND/OR SMALL CONTRACTOR MINORITY BUSINESS ENTERPRISES (SET-ASIDE) **DOES NOT APPLY (DNA)**
- (30) PROMPT PAYMENT TO SUBCONTRACTOR(S) AND RELEASE OF RETAINAGE
- (31) CONNECTICUT DEPARTMENT OF TRANSPORTATION SUBCONSULTANT PAYMENT LOG
- (32) COMPLIANCE WITH MANDATORY STATE/FEDERAL STATUTORY REQUIREMENTS

RESPONSIBILITY OF THE MUNICIPALITY

- (33) DOCUMENTS TO BE PROVIDED BY THE MUNICIPALITY
- (34) MUNICIPALLY ASSIGNED PROJECT ENGINEER
- (35) MUNICIPAL PROVIDED EQUIPMENT
- (36) ADMINISTRATIVE FUNCTIONS TO BE PERFORMED BY THE MUNICIPALITY
- (37) TESTING TO BE ACCOMPLISHED BY THE STATE

- (38) TECHNICAL ASSISTANCE BY THE MUNICIPALITY AND/OR THE STATE
- (39) FINAL INSPECTION

ARTICLES OF MUTUAL AGREEMENT

- (40) PAYMENT
- (41) MAXIMUM PAYMENT
- (42) PROGRESS PAYMENTS
- (43) PAYMENT FOR EXTRA WORK
- (44) MAXIMUM HOURLY RATES
- (45) ACCEPTANCE DATE
- (46) CERTIFICATION OF CONSULTING ENGINEER AND CERTIFICATION OF MUNICIPALITY
- (47) FEE ADJUSTMENT
- (48) NOTICE BETWEEN PARTIES TO AGREEMENT
- (49) REVISIONS IN ORGANIZATION
- (50) OWNERSHIP OF DOCUMENTS
- (51) USE OF COMPUTER AIDED DESIGN AND DRAFTING FILE(S)
- (52) PAYMENT OF RECOVERABLE COSTS DUE THE MUNICIPALITY
- (53) JURISDICTION AND FORUM LANGUAGE
- (54) SMALL BUSINESS PARTICIPATION PILOT PROGRAM-SBPPP **DOES NOT APPLY (DNA)**

AGREEMENT

THIS AGREEMENT has been concluded at the Town of Watertown, Connecticut by and between the Town of Watertown, a chartered municipality under the statutes of the State of Connecticut, having its principal place of business located at 61 Echo Lake Road, Watertown, Connecticut 06795 acting herein by Mark A. Raimo, its Town Manager, duly authorized, hereinafter referred to as the Municipality, and Weston & Sampson Engineers, Inc. a Corporation qualified to do business in Connecticut and having its office located at 712 Brook Street, Suite 103, Rocky Hill, CT 06067, authorized to practice professional engineering in Connecticut under the provisions of Chapter 391 of the General Statutes of Connecticut, as amended, acting herein by Mr. Erik A. Jarboe, P.E., Senior Team Leader, hereunto duly authorized, hereinafter referred to as the Consulting Engineer.

WHEREAS, the Municipality has determined, based on staffing requirements and/or special expertise requirements, that the services of a Consulting Engineer are required to perform construction engineering and inspection on State Project No. 153-125 (Federal Aid Project No. PEDS(255), Steele Brook Greenway) and;

WHEREAS, the Municipality has approved the contracting out for these services and;

WHEREAS, the Municipality has the authority to employ such assistance as it may require.

NOW, THEREFORE, KNOW YE THAT:

RESPONSIBILITY OF THE CONSULTING ENGINEER:

THE CONSULTING ENGINEER AGREES:

(1) **SCOPE OF SERVICES:**

To perform construction engineering and inspection, under the general supervision of a Municipal Administrator in conformance with the "Construction Manual, Connecticut Department of Transportation, Bureau of Engineering and Highway Operations, Office of Construction, Version 3.2, January 2021", as amended, hereinafter referred to as the "Construction Manual", and the "Construction Engineering and Inspection, Information Pamphlet for Consulting Engineers, Connecticut Department of Transportation, Bureau of Engineering and Construction, Office of Construction", dated February 2017, as amended, and hereinafter referred to as the "Information Pamphlet", and the "Municipal Manual, Connecticut Department of Transportation, Bureau of Engineering and Construction, Office of Construction, Version 2, November 2013", as amended, hereinafter referred to as the "Municipality Manual". The Consulting Engineer will perform construction engineering and inspection in accordance with the policies and procedures of the State, as specified in these documents and in accordance with the scope of services listed in this Paragraph, which include, but are not limited to, the following:

SURVEY

- (a) All construction survey work with the exception of that work that is included in the construction contract to be accomplished by the Municipality's contractor as directed by the Municipal Administrator;
- (b) The checking of all construction operations and layout staking performed by the Municipality's contractor as directed by the Municipal Administrator;
- (c) All survey, construction staking, and layout work necessary for the accurate installation of fencing by the Municipality's contractor along the highway line, staking of non-access line, or other locations as directed by the Municipal Administrator;
- (d) Provide, through information obtained from the Municipal Administrator, all controls for relocations and installations to be made by public utility companies, railroads, and governmental agencies, which have an effect or are affected by construction of the project as directed by the Municipal Administrator;
- (e) All work and measurements necessary for the computation of intermediate and final quantities such as, but not limited to, cross section measurements for borrow banks, rock excavation, structure excavation, excavation of unsuitable material and final cross section measurements along the completed roadway;

FIELD INSPECTION

- (f) Inspection of all construction activities performed by the Municipality's contractor, including the observance and reporting of work performed by public utility companies, railroads, and governmental agencies, within the project limits. When the reimbursement to the outside agency is on an actual costs basis, the Consulting Engineer will keep a daily record of man hours, equipment hours, and materials used, salvaged or scrapped in performing the work, on forms CON-40 and CON-41 and certain comparable railroad forms. He shall give sufficient inspection to utility relocation work to ensure conformance to the approved plan of relocation;
- (g) All on-the-job testing and sampling of materials as specified in the "Construction Manual" and "Information Pamphlet". Excepted from testing and sampling are those functions performed by the State's District Laboratory and/or the State Laboratory and not specifically made a responsibility of the Consulting Engineer. The Consulting Engineer agrees to properly lift and protect the test specimens until transported to the respective Laboratory for testing;

- (h) The performance of all necessary field density tests. The nuclear density gauge unit shall contain a full data processor, which holds all calibration constants necessary to compute and directly display wet density, moisture, and dry density either in pounds per cubic foot, or grams per cubic centimeter. The data processor shall compute and display the percent moisture and percent density on dry weight. The Consulting Engineer will be responsible for providing the gauge, calibration, and operation of the nuclear gauge. The Consulting Engineer may exercise the option of having a qualified material testing laboratory or service acceptable to the Municipality perform the density testing heretofore specified;

CONSTRUCTION ENGINEERING

- (i) The technical investigation and/or analysis and recommendation for settlement of monetary or other claims brought against the Municipality and/or the State by Contractor(s) or others;
- (j) The coordination and implementation of all engineering, technical or administrative determinations made by the Municipality and/or the State;
- (k) To receive shop details and construction drawings from the Municipality's contractor and transmit same to the Municipality, the State or others for review and approval. These shop details and construction drawings shall include, but are not limited to, cofferdam details, pile loading tests, false work, and details of all other items required to assure their general compliance with design plans, specifications, and acceptable construction procedures and standards;
- (l) Consulting Engineer to review and provide engineering recommendations related to submittals, working drawings, and technical reviews of the work contemplated by the construction contract;
- (m) To investigate and facilitate resolution to technical problems or design issues associated with the construction of the project;

ADMINISTRATIVE

- (n) To prepare and submit for approval all construction orders and all partial, monthly, and final Municipality's contractor's estimates;
- (o) To revise the original construction contract drawings (plans) to show the facility "as-built," as further defined in Paragraph (18);
- (p) The preparation of correspondence to the Municipality's contractors, fabricators, designers, and others, including

reports, memoranda, requests for material tests, forms, and all other documents required for proper inspection of the construction project;

- (q) All other operations which become necessary to properly inspect the work of the construction contractor to determine his compliance with the following documents:

"State of Connecticut, Department of Transportation, Standard Specifications for Roads, Bridges and Incidental Construction", Form 819, hereinafter referred to as "Standard Specifications",

Project Special Provisions and all other contract documents and memoranda,

"Public Service Facility Policy and Procedures for State Highways in Connecticut", dated June 1, 1987, hereinafter referred to as "Public Service Facility Policy".

(2) QUALIFICATIONS OF CONSULTING ENGINEER PERSONNEL:

That all personnel employed by the Consulting Engineer shall meet the minimum education, experience, training, and certification requirements for their applicable classification of employment as defined in the current edition of the "Information Pamphlet". In addition, all inspection personnel shall possess one of the following:

1. Registration as a Professional Engineer in Connecticut.
2. Engineer in Training Certification.
3. Bachelor of Science Degree in Civil Engineering or related field or an Associates Degree in Civil Engineering (Structural or Highway technology).
4. NICET Transportation Engineering Technology/Highway Construction certification (Level II or higher).
5. Level I enrollment in the NICET Transportation Engineering Technology/Highway Construction Certification Program. Level I will be used for training purposes only.
6. All Inspection Staff on bridge painting projects shall be certified at the NACE Intermediate Coating Inspection Level. All Resident Engineers or Chief Inspectors on bridge painting projects shall be NACE certified Coating Inspectors with the appropriate years of experience.

The Municipality has the right, during the term of this Agreement, to remove from the project any person or persons employed by the Consulting Engineer, who in the sole opinion of the Municipality has misconducted himself or herself or is incompetent in the performance of their assigned duties, or who neglects or refuses to require compliance with the Plans, Specifications, or Project Special Provisions. Such person or persons shall not be reemployed on this project without the written consent of the Municipality. The Municipality reserves the

right to prequalify the Consulting Engineer's supervisory and inspection personnel, determine the size of the inspection force required, and to direct the assignment and the reassignment of inspection personnel at its discretion, as deemed necessary by the Municipality.

(3) WORK PERIOD

- (a) Complete all work stipulated in Paragraphs (1) and (18) of this Agreement within 328 calendar days, commencing from the date stipulated by the Municipality in a formal notice to proceed. A calendar day shall be every day in the week, Saturdays, Sundays, and holidays included.
- (b) The Municipality may extend the allotted time beyond the period specified above when the work has been delayed for reasons beyond the control of the Consulting Engineer. The Consulting Engineer may present to the Municipality, in writing, request for extension of allotted time for completion of the work. The Municipality will evaluate such requests, and if the Municipality determines such requests are based on valid grounds, shall grant such extension of time for completion of the work as the Municipality deems warranted. All requests for extension of time must be made prior to the expiration of calendar days specified in Paragraph (3)(a) above. Decisions made by the Municipality relative to the granting of extension of time shall be final and binding.
- (c) The Consulting Engineer agrees that no charges or claim for damages or additional compensation including lost profit shall be made by the Consulting Engineer unless the allotted additional time constitutes extra work as defined in Paragraph (4) of this Agreement. Delays or hindrances, if any, shall be compensated for by an extension of time for such reasonable period as the Municipality may determine, it being understood, however, that the permitting of the Consulting Engineer to proceed to complete any services or any part of them after the date of completion or after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the Municipality of any of its rights herein.
- (d) The Municipality will not consider any proposal by the Consulting Engineer for renegotiation of the maximum payment exclusive of extra work specified in Paragraph (4) of this Agreement unless 361 calendar days have elapsed since the initial formal notice to proceed.

(4) EXTRA WORK

Make any revisions, additions, deletions, modifications, corrections, substitutions, or changes to the work or changes in operations performed by the Consulting Engineer as may be ordered by the Municipality or any of its duly authorized representatives at any time during the life of this Agreement. No additional payment will be made for such revisions, additions, deletions, modifications, corrections, substitutions, or changes to the work or operations, unless such changes constitute Extra Work.

Extra Work is defined as follows:

- (a) Such additional work as ordered by the Municipality beyond the scope of this Agreement to the extent that such work will not be reflected in the payment for services specified in Paragraph (40) of this Agreement.
- (b) Such work as shall supersede or revise completed work that has been accepted in writing by the Municipality. Changes such as those to effect refinements in the work or inspection documents and such as those made necessary by errors, omissions, oversight or neglect on the part of the Consulting Engineer, will not be considered Extra Work.

In the event that changes in the Consulting Engineer's work or operations are needed which, in the opinion of the Consulting Engineer, will result in Extra Work, he shall immediately submit complete documentation of the claim to the Municipality and upon the Municipality's concurrence shall submit an estimate of the cost for the Extra Work and refrain from working on the Extra Work item while the Municipality reviews the claim, or proceed otherwise if specifically directed by the Municipality. If approval is denied, the Consulting Engineer shall continue to process the work without delay and payment will be made according to the terms of this Agreement. No work, other than that for which a claim is being reviewed, shall be delayed pending a decision of the Municipality.

Unless the Consulting Engineer identifies and the Municipality acknowledges Extra Work prior to its performance, the Municipality will not be obligated to consider it as Extra work after the fact.

Extra Work costs shall be segregated by the Consulting Engineer to facilitate audit at a later date by the Municipality and the State or the Federal Highway Administration.

Extra Work that results in a cumulative fee exceeding the amount specified in Paragraph (41) shall be performed and paid for under a supplemental agreement specifically drawn for this work.

(5) ERRORS AND OMISSIONS BY THE CONSULTING ENGINEER

That any amount paid out by the Municipality arising from or resulting from errors, omissions, or failures on the part of the Consulting Engineer to meet professional standards of construction engineering and inspection, will be recovered from the Consulting Engineer by deductions from payments due him under the terms of this Agreement or other legal means. The Consulting Engineer shall be notified by the Municipality of any potential claim prior to the Municipality deducting amounts from payments due, he shall be afforded an opportunity to respond to and defend against such claim or alleged claim in an informal proceeding before the Municipal Administrator or his designee.

(6) RESPONSIBILITY FOR ACCURACY OF WORK

Assume full responsibility for the accuracy of all products of its work under this Agreement including any supplements thereto, and shall so

indicate by affixing the Connecticut Certificate of Registration Number for the Corporate Practice of Engineering by a corporation or limited liability company on the Title Sheet(s) of all plans and/or documents, as well as the signature and Connecticut Professional Engineer's Seal of the individual(s) in charge of the work performed under the terms of this Agreement. Each individual listed on the said Connecticut Corporate Certificate of Registration as an engineer or land surveyor for a corporation or limited liability company, or so listed on the subsequently amended Corporate Certificate of Registration, shall be registered as a Professional Engineer or Land Surveyor (whichever is appropriate) in Connecticut, throughout the life of this Agreement, including any supplements thereto, all in accordance with existing Statutes of the State of Connecticut and the regulations of the State Board of Examiners for Professional Engineers and Land Surveyors.

With prior written approval of the Municipality, the Consulting Engineer shall retain a Connecticut registered Land Surveyor either as a member of his organization or as an independent subcontractor to perform Consulting Engineer and accept complete responsibility for all survey operations required under this Agreement, including any supplements thereto, all such performance being in strict conformance to all specifications and requirements established herein. Said Connecticut registered Land Surveyor shall assume full responsibility for the accuracy of all products of his surveying work produced under this Agreement, including any supplements thereto, and shall indicate acceptance of said responsibility by affixing his signature and Connecticut Land Surveyor's Seal to the Title Sheet(s) of all maps, plans, and/or other documents so produced.

(6) ~~RESPONSIBILITY FOR ACCURACY OF WORK DOES NOT APPLY (DNA)~~

~~To assume full responsibility for the accuracy of all products of his engineering work produced under this Agreement, including any supplements thereto, and shall indicate acceptance of said responsibility by affixing his signature and Connecticut Professional Engineer's Seal on the Title Sheet(s) of all plans, designs, and/or documents so produced. Each Partner who will be performing engineering work under this Agreement shall be registered as a Professional Engineer in Connecticut, throughout the life of this Agreement, including any supplements thereto, all in accordance with existing Statutes of the State of Connecticut and the regulations of the State Board of Registration for Professional Engineers and Land Surveyors.~~

~~With prior written approval of the Municipality, the Consulting Engineer shall retain a Connecticut registered Land Surveyor either as a member of his organization or as an independent subcontractor to perform and accept complete responsibility for all survey operations required under this Agreement, including any supplements thereto, all such performance being in strict conformance to all specifications and requirements established herein. Said Connecticut registered Land Surveyor shall assume full responsibility for the accuracy of all products of his surveying work produced under this Agreement, including any supplements thereto, and shall indicate acceptance of said responsibility by affixing his signature and Connecticut Land Surveyor's Seal to the Title Sheet(s) of all maps, plans, and/or other documents so produced.~~

(7) FURNISHING OF TOOLS OF THE TRADE BY CONSULTING ENGINEER

To furnish all tools of the trade and equipment necessary for the satisfactory performance of the services required by this Agreement at no direct cost to the Municipality.

(8) CONSULTING ENGINEER'S INSPECTION FORCE

To furnish an inspection force at the level of and in the numbers established by negotiations for the construction engineering and inspection of this contract. The Resident Engineer/Chief Inspector shall work under the general supervision of the Municipality's Municipal Administrator. All orders to the Municipality's contractor on site will be transmitted by the Consulting Engineer's Resident Engineer/Chief Inspector.

(9) ATTENDANCE AT TRAINING SEMINARS, SCHOOLS, AND/OR MEETINGS

That the Municipality reserves the right, during the term of this Agreement, to require the presence of the Consulting Engineer's personnel at training schools, seminars, or other meetings as may be required.

(10) COOPERATION WITH OTHERS

To cooperate fully with other Consulting Engineers, state personnel, municipal officials, public utility companies, railroads, governmental agencies, and others engaged in surveying, mapping, designing, inspection and construction services, or work on traffic control, lighting, and other facilities within or adjacent to the project; to attend such meetings, discussions and hearings as may be requested by the Municipality; to furnish plans and other data as may be requested from time to time by the Municipality to effectuate this cooperation; and to comply with all orders given by the Municipal Administrator in connection with the work under this Agreement.

(11) PROTECTION OF RECORDS

To cooperate fully with the Municipality and the State and to maintain and protect complete construction records at the field office for review, use, and approval at all times. These records shall be transferred to the custody of the Municipality when the Consulting Engineer has completed his assignment or when requested by the Municipality and final payment to the Consulting Engineer shall be withheld until such transfer has been completed.

(12) INSURANCE

With respect to the operations performed by the Consulting Engineer under the terms of this Agreement and also those performed for the Consulting Engineer by its subcontractors, the Consulting Engineer will be required to carry for the duration of this Agreement, and any supplements thereto, with the Municipality and the State being named as an additional insured party for paragraphs (A) and (B) below, the following minimum insurance coverages at no direct cost to the State or Municipality. In the event the Consulting Engineer secures

excess/umbrella liability insurance to meet the minimum requirements specified in paragraphs (A) and/or (B) below, the Municipality and State of Connecticut shall be named as an additional insured.

A. COMMERCIAL GENERAL LIABILITY

The Consulting Engineer shall carry Commercial General Liability Insurance, including Contractual Liability Insurance, providing for a total limit of One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence, and, subject to that limit per accident, a total (or aggregate) limit of Two Million Dollars (\$2,000,000) for all damages arising out of bodily injuries to or death of all persons in all accidents or occurrences and out of injury to or destruction of property during the policy period.

B. AUTOMOBILE LIABILITY

The operation of all motor vehicles, including those hired or borrowed, used in connection with the Agreement shall be covered by Automobile Liability Insurance providing for a total limit of One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence. In cases where an insurance policy shows an aggregate limit as part of the automobile liability coverage, the aggregate limit must be at least Two Million Dollars (\$2,000,000).

~~C. RAILROAD PROTECTIVE LIABILITY DOES NOT APPLY (DNA)~~

~~When the Agreement involves work within fifty (50) feet of the railroad right of way or State-owned rail property, with respect to the operations performed by the Consulting Engineer and/or its subcontractor(s), the Consulting Engineer shall carry Railroad Protective Liability insurance providing coverage of at least Two Million Dollars (\$2,000,000) for each accident or occurrence resulting in damages from (1) bodily injury to or death of all persons and/or (2) injury to or destruction of property, and subject to that limit per accident or occurrence, an aggregate coverage of at least Six Million Dollars (\$6,000,000) for all damages during the policy period, and with all entities falling within any of the following listed categories named as insured parties: (i) the owner of the railroad right of way, (ii) the owner of any railcar licensed or permitted to travel within that affected portion of railroad right of way, (iii) the operator of any railcar licensed or permitted to travel within that affected portion of the railroad right of way (iv) the State, and (v) any other party with an insurable interest. If such insurance is required, the Consulting Engineer shall obtain and submit evidence of the minimum coverage indicated above to the Municipality prior to commencement of the rail related work and/or activities and shall maintain coverage until the work and/or activities is/are accepted by the Municipality.~~

D. VALUABLE PAPERS AND RECORDS

The Consulting Engineer shall secure and maintain a Valuable Papers Insurance Policy at no direct cost to the Municipality, until the work

has been completed and accepted by the Municipality. Said Policy will assure the Municipality that all records, papers, maps, statistics, survey notes and other data shall be reestablished, recreated, or restored if made unavailable by fire, theft, flood, or any other cause. This policy shall provide coverage in the amount of Fifty Thousand Dollars (\$50,000) regardless of the physical location of the insured items.

E. WORKERS' COMPENSATION

With respect to all operations the Consulting Engineer performs and all those performed for the Consulting Engineer by subcontractors, the Consulting Engineer and subcontractor(s) shall carry Workers' Compensation Insurance and, as applicable, insurance required in accordance with the U.S. Longshore and Harbor Workers' Compensation Act, in accordance with the requirements of the laws of the State of Connecticut, and of the laws of the United States respectively.

F. PROFESSIONAL LIABILITY INSURANCE

Secure and maintain at no direct cost to the Municipality a Professional Liability Insurance policy for errors and omissions in the minimum amount of Two Million Dollars (\$ 2,000,000). The Consulting Engineer shall obtain the appropriate and proper endorsement to its Professional Liability Policy to cover the Indemnification clause in this contract as the same relates to negligent acts, errors or omissions in the work performed by the Consulting Engineer. The Consulting Engineer may, at his election, obtain a policy containing a maximum Two Hundred Fifty Thousand (\$ 250,000) deductible clause, but if he should obtain a policy containing such a clause the Consulting Engineer shall be liable, as stated above herein, to the extent of the deductible amount. The Consulting Engineer shall continue this liability insurance coverage for a period of three (3) years from the date of completion of Consulting Engineer's work.

It is understood that the above insurance may not include standard liability coverage for pollution and/or environmental impairment. However, the Consulting Engineer agrees to acquire and maintain pollution and environmental impairment coverage as part of this Professional Liability Insurance, if such insurance is applicable to the work performed by the Consulting Engineer under this agreement.

Failure of the Consulting Engineer to maintain insurance coverage in accordance with the terms of the agreement shall constitute a violation of the agreement and shall subject the Consulting Engineer to liquidated damages in the amount of ten percent (10%) of the total contract price, subject to the continued commercial availability of such insurance.

G. CERTIFICATE OF INSURANCE

The Consulting Engineer agrees to furnish to the Municipality a Certificate of Insurance on the form(s) provided by the Municipality, in conjunction with Items A, B, C, D, and E above, and a "Certificate of Insurance DOC-001", in conjunction with Item F above, fully executed by an insurance company or companies satisfactory to the Municipality, for the insurance policy or policies required hereinabove, which policy

or policies shall be in accordance with the terms of said Certificate of Insurance.

The Consulting Engineer shall produce, within five (5) business days, a copy or copies of all applicable insurance policies when requested by the Municipality or the State. In providing said policies, the Consulting Engineer may redact provisions of the policy that are proprietary. This provision shall survive the suspension, expiration or termination of this agreement/contract.

(13) RESPONSIBILITY FOR CLAIMS AND LIABILITY

To indemnify and save harmless the Municipality and/or the State of Connecticut, its officers, agents, and employees from claims, suits, actions, damages, and costs of every name and description resulting from the negligent performance, negligent acts, errors, or omissions in the work performed by the Consulting Engineer and/or any of its subcontractors under this Agreement, including any supplements thereto, or resulting from the nonperformance of the Consulting Engineer and/or any of its subcontractors of any of the covenants and specifications of this Agreement, including any supplements thereto, and such indemnity shall not be limited by reason of any insurance coverage.

It is further understood and agreed by the parties hereto, that the Consulting Engineer shall not use the defense of Sovereign Immunity in the adjustment of claims or in the defense of any suit, including any suit between the Municipality and the Consulting Engineer, unless requested to do so by the Municipality. If this Agreement is between the State and a Municipality, the Municipality agrees that in the event of an adjustment of claims or in the defense of any suit between the State and the Municipality, the Municipality shall not use the defense of Governmental Immunity.

(14) RESTRICTIONS ON SUBLETTING OF AGREEMENT/INSURANCE REQUIREMENT FOR SUBCONTRACTING ENGINEERS

That the Consulting Engineer shall not sublet, subcontract, sell, transfer, assign, or otherwise dispose of this Agreement or any portion, thereof, or of the work provided for herein, or of his right, title, or interest herein, to any person, firm, partnership or corporation without the written consent of the Municipality and then he shall do so only by executing a subcontractor's agreement and shall furnish the Municipality a certified copy of this subcontractor's agreement. Any work subcontracted by the Consulting Engineer will be paid for by the Municipality at the actual costs to the Consulting Engineer with no additions. For breach or violation of the above stipulation, the Municipality shall have the right to annul this Agreement without liability. The Consulting Engineer shall also furnish to the Municipality certification of Public Liability and Property Damage Insurance Coverage, regular Protective Public Liability Insurance Coverage, and Professional Liability Insurance coverage, if applicable, for and in behalf of the Municipality and the State of Connecticut from the subcontractor. Each insurance policy shall state that the insurance company has a right and duty to defend the insured against any suit seeking damages (or under Workers' Compensation, benefits) to which the referenced insurance policy applies and may investigate and settle any claim or suit as they deem appropriate. The

insurance company's duty to defend or settle any claim or suit ends when the applicable limit of liability has been exhausted in the payment of judgments or settlements. In general, work that is to be sublet will be limited to that of an unusual or highly specialized nature, or work of relatively short or intermittent duration which can be more efficiently performed by a subcontractor. It is understood that the Municipality is not bound to the subcontractor for suits or other litigation resulting from the work performed by him.

(15) TERMINATION

That the Municipality, by written notice to the Consulting Engineer, may suspend, postpone, abandon, or terminate this Agreement for the convenience of the Municipality, for violation by the Consulting Engineer of any provision contained in this Agreement, or for any failure by the Consulting Engineer to render to the satisfaction of the Municipality the services required under this Agreement, including any failure to make acceptable progress with work required under this Agreement. Such action on the part of the Municipality shall in no event be deemed a breach of contract. Upon receipt of written notification from the Municipality that this Agreement is to be suspended, postponed, abandoned, or terminated, the Consulting Engineer shall immediately cease operations on work required under this Agreement. Upon receipt of written notification that this Agreement is to be abandoned or terminated, the Consulting Engineer shall also immediately assemble all material which is in its possession or custody and which has been prepared, developed, furnished, or obtained under the terms of this Agreement, and shall transmit the same, together with the Consulting Engineer's evaluation of the cost of the work performed, to the Municipality on or before the fifteenth day following the receipt of written notice of abandonment or termination. Said material shall include, but not be limited to, documents, plans, computations, drawings, notes, records, and correspondence. Upon receipt of this material, the Municipality shall make settlement with the Consulting Engineer in one of the following manners:

- (a) If the Municipality terminates this Agreement for its convenience, the Municipality shall make an equitable adjustment of the contract price, but in doing so shall include no payment or other consideration for anticipated profit on unperformed services.
- (b) If the Municipality terminates this Agreement because the Consulting Engineer has failed to fulfill its obligations under the Agreement, the Municipality may complete the work required hereunder by contracting with another party or by any other means, and the Consulting Engineer shall be liable for any additional costs incurred by the Municipality in doing so.
- (c) If the Municipality, after terminating the Consulting Engineer for alleged failure to fulfill its obligations under

this Agreement, determines that the Consulting Engineer has not failed to fulfill those obligations, the rights and remedies of the parties shall be the same as if the Municipality had terminated the Agreement for convenience.

In determining the basis for such equitable settlement for items (a), (b), and (c) as indicated above, the Municipality shall take into account any monies owed the Consulting Engineer for work previously performed under this Agreement, less any payments previously made for said work, and the amount of reimbursable expenses incurred by the Consulting Engineer, less any payments previously made, to reimburse the Consulting Engineer for those expenses.

The Consulting Engineer agrees to accept the Municipality's valuation of the work performed under this Agreement, and the Municipality will not be liable for any profit that the Consulting Engineer expected or might have expected to make on portions of the Project work that have not been performed.

If postponement, suspension, abandonment, or termination is ordered by the Municipality because it lacks sufficient funding to complete or proceed with the Project, the Consulting Engineer may not make a claim against the Municipality in any form or forum for loss of anticipated profit or for any other reason related to the Project or this Agreement.

The rights and remedies of the Municipality under this Article are in addition to any other rights and remedies that the Municipality may possess by law under this Agreement.

Decisions of the Municipality on matters discussed in this Article shall be final and binding.

(16) PROGRESS REPORTS

To submit monthly progress reports, in quadruplicate, by calendar months to the Municipality showing the percentage of construction work performed to date. These progress reports, together with copies of certified monthly payrolls for all approved personnel, and such other supporting data as may be required, shall be subject to examination and approval by the Municipality and the State.

(17) PAYMENT TO THE CONSULTING ENGINEER

To accept payment for all services rendered in connection with this Agreement, in accordance with the sum or sums hereinafter stipulated in Paragraphs (40) and (41) of this Agreement.

(18) SUBMITTAL OF ESTIMATES AND FINAL DOCUMENTS/SUBMISSION OF CERTIFIED STATEMENT

To prepare and submit for approval construction contractor's monthly/semimonthly estimates and a final construction estimate. The final estimate shall be supported by a complete set of all pertinent

job records and shall be furnished to the Municipality within the time frame stipulated herein.

To furnish the following documents to the Municipality within sixty (60) calendar days of the completion date of construction as noted on the CON-82.

- (1) (a) Final Estimate, (b) Index of Construction Orders, (c) Records of Daily Cost Plus, (Form CON-9), (d) Receipted Bills Supporting Cost Plus, (e) Final Construction Order, (f) Statement of Credits due the State, if applicable, and (g) Substantiating Evidence, if escalator clause is invoked, (h) Construction Report, (i) Statement of Working Days, (j) Breakdown of Participating and Non-Participating Cost by Project, (k) Substantiation of Payments made to D.B.E.'s or S.B.E.'s and a determination on recommended monetary assessments for failure to meet contract assignment goals for D.B.E.'s or S.B.E.'s work performance and any other required documents.
- (2) When requested by the Municipal Administrator, the complete set of original contract drawings (plans) showing as-built details for the plans, profiles, cross-sections and all diaries, field books, and other data in conformance with the requirements of the Construction Manual. The Consulting Engineer further agrees to submit, upon completion of construction, a statement certified by a professional engineer licensed in the State of Connecticut. This statement shall verify that the project, as built, conforms to the contract plans and/or the contract plans as modified by the construction orders approved by the Municipality and the State in all instances and that work performed and materials furnished comply with the requirements of the plans, specifications, and orders of the Municipality, and that all payments to the construction contractor are in conformance with the specifications.

If it is determined that the documents in (1) and (2) of this Article cannot be furnished within sixty (60) calendar days of the completion date of construction as noted on the CON-82, then by the forty-fifth (45th) day, the Consulting Engineer shall provide the Municipality with a listing of documents/information still required from the Contractor. At that time, a determination will be made by the Municipality as to whether the Consulting Engineer's time will be extended to complete the remaining documents or whether the Municipality will complete the remainder.

If for causes within his control, the Consulting Engineer fails to furnish the Municipality with the documents noted in (1) and (2) of this Article within the allotted time, the Municipality may assess Consulting Engineer:

- a) Liquidated damages in the amount of Two Hundred Forty Dollars (\$240) per calendar day for each day beyond the stipulated sixty (60) calendar days until submission of the required documents, and
- b) Correction of errors and/or omissions will be made at the Consulting Engineer's own expense.

(19) AGENT FOR SERVICE OF PROCESS

That the Secretary of State of the State of Connecticut (including any successor thereto) is hereby appointed by the Consulting Engineer as its agent for service of process for any action arising out, or as a result, of this Agreement, such appointment to be in effect throughout the life of this Agreement including any supplements hereto, and all renewals thereof, if any, and six (6) years thereafter except as otherwise provided by Statute.

(20) SUBMITTAL OF CERTIFIED PAYROLL

To submit to the Municipality each month two (2) copies of a certified payroll, on a form acceptable to the Municipality, of the Consulting Engineer's own field forces and those of approved subcontractors. These payrolls shall be used as a basis in computing each month's payment.

The certification shall be dated, signed, and read as follows: "I (Name of Consulting Engineer or Subcontractor), do hereby certify that during the period covered by this payroll, all personnel shown were working on the project, and their salary, rate of compensation, hours worked, and amount earned, is a true and accurate report". The personnel shown on the certified payroll, their employment and duration of employment, salary or hourly rate, hours of work, including overtime, if any, overtime rate, and all changes in status of any of the beforementioned information, shall have the prior written approval of the Municipality.

(21) COVENANT AGAINST CONTINGENT FEES

The Consulting Engineer agrees and warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Consulting Engineer, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consulting Engineer, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, the State shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the payments due the Consulting Engineer, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

(22) MAINTENANCE AND AUDIT OF RECORDS

The Consulting Engineer agrees to incorporate the entire Maintenance and Audit of Records article of this Agreement, in all subcontract agreements.

(a) Project Accounts

The Consulting Engineer shall maintain an accounting system that is adequate to segregate and accumulate reasonable, allocable costs and shall maintain accounts and records in accordance with generally accepted accounting principles consistently applied.

(b) Allowable Costs

The authority for determining allowable costs under the Agreement shall be "Title 48, Federal Acquisition Regulations, Parts 31," which is incorporated herein by reference.

(c) Audit and Inspection of Records

The Consulting Engineer shall permit the authorized representatives of the State, the U.S. Department of Transportation, and the Comptroller General of the United States to inspect and audit all data and records of the Consulting Engineer relating to his performance under the Agreement until the expiration of three (3) years after final payment under this Agreement.

The Consulting Engineer agrees to forward to the Office of External Audits of the Connecticut Department of Transportation (External Audits), upon request, a detailed job cost report of all project costs incurred under this Agreement.

The Consulting Engineer further agrees to include in all its subcontracts hereunder a provision to the effect that the subcontractor agrees that the State, the U.S. Department of Transportation and the Comptroller General of the United States or any of their duly-authorized representatives shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor, involving transactions related to work under the subcontract. The term "subcontract" as used in this clause excludes subcontract for work not exceeding \$25,000.00 in aggregate value.

The periods of access and examination described above, for records which relate to (1) appeals or claim disputes, (2) litigation regarding claims arising out of this Agreement, or (3) costs and expenses of this Agreement as to which exception has been taken by the State, by the Comptroller General, or by any of their duly-authorized representatives, shall continue until such appeals, litigation, claims, or exceptions have been finally and irrevocably disposed of.

In accordance with Title 23 CFR, Chapter 1, Part 172.11 (d), the Department as recipient or subrecipient of federal-aid highway funds, may share the aforementioned audit information with federal agencies, provided that the Consulting Engineer is given notice of each such use and transfer of information.

(d) Record Retention

The Consulting Engineer agrees that he shall preserve all of his records and accounts concerning the implementation of this Agreement including, but not limited to, any records, books, or other documents relative to charges, including charges for Extra Work, alleged breaches of agreement, settlement of claims, soils and foundation services, or any other matter involving the Consulting Engineer's or subcontractor's demand for compensation by the State, for a period of not less than three (3) years from the date of the final payment under this Agreement. If any litigation, claim, or audit is started before the

expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been finally and irrevocably resolved.

(e) Annual Audit of Burden, Fringe and Overhead Costs

The Consulting Engineer agrees to prepare a "Statement of Direct Labor, Fringe Benefits and Overhead Costs" (Overhead Schedule) from its operations for each fiscal year which the Agreement covers. The Overhead Schedule shall consist of direct labor costs, fringe benefits and indirect costs listed by accounts for home office design and construction engineering/inspection (field) projects, if applicable.

The Consulting Engineer agrees to have an independent Certified Public Accountant (CPA) perform an audit or examination level attestation engagement of the Overhead Schedule, performed in accordance with Government Auditing Standards issued by the U.S. Government Accountability Office. The independent CPA shall be responsible for issuing an independent opinion on the Consulting Engineer's compliance with Government regulations, including "Title 48, Federal Acquisition Regulations, Parts 31" and related laws; and issuing a report of the auditor's testing of the Consulting Engineer's internal controls and the results of such testing. The independent CPA shall use the current edition of the American Association of State Highway and Transportation Officials, Uniform Audit and Accounting Guide in their audit/attestation of the Overhead Schedule.

The Consulting Engineer agrees to forward the above audit to External Audits within one hundred fifty (150) days following the close of each fiscal year for which the Agreement covers.

The Consulting Engineer agrees to forward to External Audits within thirty (30) days of issuance, copies of overhead schedule audits issued by other State or Federal Agencies that are performed in accordance with Government Auditing Standards using the criteria for determining acceptable costs contained in the "Title 48, Federal Acquisition Regulations, Parts 31".

While it is the intent of the Department to rely on the work of the other States, Federal Agencies or CPA, the Department reserves the right to audit or review any records of the Consulting Engineer, review the working papers of the CPA and contact or obtain information from any other State or Federal Agency when in its judgment, the best interests of the Department so require.

The Consulting Engineer also agrees it shall make arrangements with their independent CPA to have copies of their working papers forwarded to External Audits, when requested.

(f) Annual Consulting Engineer Certification

The Consulting Engineer agrees to provide an annual Certification of Final Indirect Costs in accordance with FHWA Directive 4470.1A of the allowability of costs in accordance with FAR cost principles, 48CFR, Part 31 of overhead costs for each fiscal year for which this Agreement covers in the form prescribed by the Department. This certification must be submitted with any annual audit of overhead costs.

The Consulting Engineer agrees to forward the above certification to External Audits within one hundred fifty (150) days following the close of each fiscal year for which the Agreement covers.

(23) COMMENCEMENT OF SERVICES

That the Consulting Engineer shall not begin performance under the terms of this Agreement until notified by the Municipality in writing. With written authorization from the Municipality, the Consulting Engineer may commence operations prior to the start of the construction contract.

(24) DIRECT COST ITEMS

The Consulting Engineer hereby acknowledges and agrees to comply with the policies enumerated in "Connecticut Department of Transportation Policy No. F&A-34, April 21, 2005, Subject: Policy on the Acquisition and Inventory of Equipment Purchased by Consultants".

(25) CARE OF MUNICIPALLY-OWNED EQUIPMENT

That the Consulting Engineer will assume full responsibility for the use and care of all Municipally-owned equipment issued for use on the Project. This equipment is to be returned to the Municipality upon completion of the Project in good condition. The Consulting Engineer will replace at no cost to the Municipality any Municipally-owned equipment which is lost or damaged except for normal wear and tear, as determined by the Municipality, while in the Consulting Engineer's possession.

(26) CLAIMS OF INJURIES OR DAMAGE DUE TO THE CONTRACTOR'S OPERATIONS

That while engaged in performing the provisions or terms of this Agreement, the Consulting Engineer will ensure that the following steps will be adhered to concerning claims of injury or damage due to the construction contractor's operations:

- (a) That the Consulting Engineer will advise all claimants to submit the claim in writing to the Municipality, which for the purpose of this Paragraph will be interpreted to mean the Municipal Administrator at the appropriate address.
- (b) That the Consulting Engineer will record for the project file pertinent information concerning claims or potential claims including name, date, time, and nature of the claim or potential claim as these claims/potential claims become apparent.
- (c) That the Consulting Engineer will file a report for the project records if required to do so by the Municipality.

(27) CONFLICTS BETWEEN DOCUMENTS AND AGREEMENT

That the Consulting Engineer agrees in case of conflict between the terms of this Agreement and the terms or requirements of documents mentioned herein, the stipulations contained in this Agreement shall govern, and that wherever a blank () or the words "DOES NOT APPLY"

appears in all copies of this Agreement, this represents a deletion of a condition which does not apply to this contract.

(28) POLICY ON DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

The Contracting Engineer shall comply with this provision in accordance with the "Special Provisions Disadvantaged Business Enterprises For Federal Funded Projects", as set forth in Exhibit A, Schedule 1 (attached herewith) dated February 26, 2009.

(29) SMALL CONTRACTOR AND/OR SMALL CONTRACTOR MINORITY BUSINESS ENTERPRISES (SET-ASIDE) DOES NOT APPLY

~~The Consulting Engineer shall cooperate with the State in implementing the required contract obligations concerning "Small Contractor" and/or "Small Contractor Minority Business Enterprises" utilization on this Agreement in accordance with Section 32-9c of the Connecticut General Statutes, as revised. The Consulting Engineer shall comply with this provision in accordance with the "Special Provisions, Small Contractor And Small Contractor Minority Business Enterprises (Set Aside)", as set forth in Exhibit A, Schedule 2 (attached herewith) dated March, 2001.~~

~~The State advises the Consulting Engineer that failure to carry out the requirements set forth in said "Special Provisions, Small Contractor And Small Contractor Minority Business Enterprises (Set Aside)" shall constitute a breach of contract and may result in termination of this Agreement by the State or such remedy as the State deems appropriate.~~

(30) PROMPT PAYMENT TO SUBCONTRACTOR(S) AND RELEASE OF RETAINAGE

The Consulting Engineer hereby acknowledges and agrees to comply with the policies enumerated in the Commissioner's Letter dated October 26, 1988 Re: Prompt Payment to Subcontractor(s), as set forth in Exhibit A, Schedule 3 (attached herewith) as revised.

The Consulting Engineer shall pay the subcontractor for work performed within thirty (30) days after the Consulting Engineer receives payment for the work performed by the subcontractor. Also, any retained monies on a subcontractor's work shall be paid to the subcontractor within thirty (30) days after satisfactory completion of all of the subcontractor's work.

For the purpose of this Article satisfactory completion shall have been accomplished when:

(1) The subcontractor has fulfilled the contract requirements of both the Municipality and the subcontract for the subcontracted work, including the submission of all submittals and audit requirements stipulated in Article 22(f), when applicable, and

(2) The work done by the subcontractor has been reviewed and accepted by the Municipality and final approval of the subcontractor's work has been determined and agreed upon.

If the Consulting Engineer determines that a subcontractor's work is not complete, the Consulting Engineer shall notify the subcontractor and the Municipality, in writing, of the reasons why the

subcontractor's work is not complete. This written notification shall be provided to the subcontractor and the Municipality within twenty-one days of the subcontractor's request for release of retainage.

The above requirements are also applicable to all sub-tier subcontractors and the above provisions shall be made a part of all subcontract agreements.

Failure of the Consulting Engineer to comply with the provisions of this section will be reflected in the "Consultant Performance Evaluation" for future projects.

(31) CONNECTICUT DEPARTMENT OF TRANSPORTATION SUBCONSULTANT PAYMENT LOG

The Consulting Engineer understands and agrees that a "Connecticut Department of Transportation Subconsultant Payment Log" Form shall be completed quarterly (January, April, July, and October) and furnished to the Municipality for each subcontractor the Consulting Engineer utilizes under this Agreement. Instructions for completing and processing this Form are stipulated on its reverse side. A copy of said form is included herewith.

(32) COMPLIANCE WITH MANDATORY STATE/FEDERAL STATUTORY REQUIREMENTS

The Consulting Engineer shall comply with all the State and Federal Statutory and Administrative requirements incorporated herein by reference and set forth in Exhibit A attached hereto, and all Schedules attached hereto which are also hereby made a part of this Agreement.

RESPONSIBILITY OF THE MUNICIPALITY:

THE MUNICIPALITY AGREES

(33) DOCUMENTS TO BE PROVIDED BY THE MUNICIPALITY

To furnish to the Consulting Engineer one copy or more as may be required of the latest edition of the following manuals and/or documents:

- Connecticut Department of Transportation Specifications for Location Surveys
- Construction Manual
- Municipality Manual
- Information Pamphlet
- All maps, location and descriptions of coordinate values of existing points, locations and elevations of existing bench marks, and any other layout information that is available
- Original construction contract drawings (plans) for the project to be revised in accordance with Paragraph (1)(i).
- Standard Specifications - Form 819

- Public Service Facility Policy
- Project inspection record books and standard State forms
- Preliminary computations and Grade list
- Pamphlet for Monitoring Performance and Payment Requests for Consultants, dated June 1994, and any amendments

The Municipality agrees to furnish any publications of the Municipality and/or the State, requested by the Consulting Engineer, for use in inspection of the project.

(34) MUNICIPALLY ASSIGNED ADMINISTRATOR

To assign a Municipal Administrator who will provide general supervision of the Consulting Engineer's activities.

(35) MUNICIPALLY PROVIDED EQUIPMENT

Provide space or a field office with office equipment on or near the project which will have adequate space for the Consulting Engineer's staff, and the Municipality's Municipal Administrator, as specified in the Standard Specifications.

(36) ADMINISTRATIVE FUNCTIONS TO BE PERFORMED BY THE MUNICIPALITY

To advertise, receive bids and award the construction contract, and to conduct a preconstruction meeting for the project.

(37) TESTING TO BE ACCOMPLISHED BY THE STATE

- (a) To perform or arrange for the performance of all off-site shop and mill inspections and laboratory tests and analysis of those classes of material which are normally inspected, tested, and analyzed prior to delivery to the site of the work.
- (b) To perform the so-called Proctor Laboratory Density test to determine the relationship between the moisture content and density of various fill materials to be used on the project in accordance with AASHTO T-180, Method D.
- (c) To arrange for the District or State Laboratory to transport and test all material sampled by the Consulting Engineer under the terms set forth in Paragraph (1) (g) of this Agreement.

(38) TECHNICAL ASSISTANCE BY THE MUNICIPALITY AND/OR THE STATE

Notwithstanding the requirements of Section 1, the Municipality and/or the State will provide technical assistance and/or engineering recommendations relative to construction or design-related issues associated with the project.

(39) FINAL INSPECTION

To make final inspection of the construction contract within ten (10) calendar days after the construction work is completed.

ARTICLES OF MUTUAL AGREEMENT

THE MUNICIPALITY AND THE CONSULTING ENGINEER MUTUALLY AGREE:

(40) PAYMENT

- (a) That subject to the limitations stipulated in Article (41) of this Agreement, the Municipality shall pay the Consulting Engineer in the following manner for all work performed in accordance with the terms of this Agreement with the exceptions of those services for which a different method of payment is stipulated:

Labor - Weston & Sampson Engineers Inc.

Payroll	\$ 90,630
Field BFO (179.92%)	\$ 163,061
Subtotal	\$ 253,691
Fixed Fee (7.31%)	\$ 18,545
Subtotal	\$ 272,236

Labor - BSC Group, Inc.

Payroll	\$ 4,822
Company-wide BFO (181.02%)	\$ 8,728
Subtotal	\$ 13,550
Fixed Fee (7.28%)	\$ 986
Subtotal	\$ 14,536

Labor - Frank Dawidowicz, PE, PLLC (Construction Coordinator)

Payroll	\$ 17,400
Office BFO (0%)	\$ 0
Subtotal	\$ 17,400
Fixed Fee (0%)	\$ 0
Subtotal	\$ 17,400

Summary

Total Labor	\$ 304,172
Direct Costs (Material Testing, Printing, Mileage)	\$ 7,500
Grand Total	\$ 311,672

- (b) The Consulting Engineer and subconsultants may bill direct costs for meals, subsistence and transportation, if applicable, in accordance with the latest State Travel Regulations-State Managers limiting amounts. All mileage, including that for rental cars, will be reimbursed at the current mileage rate only. Actual cost shall be: (1) salaries of employees directly chargeable to the project at rates not to exceed those shown in Article (44); and (2) burden, fringe and overhead costs properly allocable to the project. For 2025, the percentage for field office operations will be 179.92% for Weston & Sampson Engineers Inc. For 2025, the percentage for field office operations will be 181.02% for BSC Group Inc. For 2025, the percentage for field office operations will be 0% for Frank Dawidowicz, PLLC.

(c) This percentage will be revised annually based on a State approved audit of burden, fringe and overhead costs of the previous years experience. The term "Salaries" as used in this Agreement shall mean the gross wage or payment made to employees before deductions for employee paid taxes and fringe benefits. The final determination of the sum to be paid for actual costs will be made following an audit of the Consulting Engineers records. The certified payroll shall cover salaries computed at straight-time rates. The certified percentage for burden, fringe, and overhead shall be applied only to the "straight-time" portion of overtime pay. No payment shall be made to partners or officials of the firm for those services unless they are engaged in production work in which case compensation will be made at production rates.

(41) MAXIMUM PAYMENT

That the maximum amount which the Municipality shall pay to the Consulting Engineer for all work performed under the terms of this Agreement, excepting work for which payment is provided in Paragraph (43), shall not exceed Three Hundred Eleven Thousand Six Hundred Seventy-two Dollars (\$311,672). The total payment for Extra Work shall not exceed Thirty-one Thousand One Hundred Sixty-seven Dollars (\$31,167). The total payment for work performed under this Agreement, including Extra Work shall not exceed Three Hundred Forty-two Thousand Eight Hundred Thirty-nine Dollars (\$342,839). The maximum amount will not be revised unless there is a substantial change in the scope or character of the work to be performed by the Consulting Engineer which would justify a revision of this figure, as determined by the Municipality; or if, for any reason, the Consulting Engineer does not or cannot start his work prior to or in sufficient time to meet the construction contractor's schedule of operations, and the Municipality finds it necessary to provide certain inspection and survey services, the limiting amount and fixed fee shall be reduced an equitable amount to reflect the Municipality's expense in connection therewith.

(42) PROGRESS PAYMENTS

That progress payments shall be made to the Consulting Engineer on a monthly basis for all work covered by this Agreement except work for which payment is provided in paragraph (43). Said progress payment to be the sums of the following: (a) the actual costs shown on the voucher for the period, plus (b) eighty-five percent (85%) of the appropriate fixed fee amount for profit stipulated in paragraph (40) divided by the number of monthly periods in the total time allowed for completion of the construction work and closeout period. From the progress payments thus computed each month there shall be deducted all credits, if any, due the Municipality. Prior to the final payment, the Municipality may release such portion or portions of the retainage as it considers to be in its best interest. In no case, however, will the retainage be reduced to less than eighty-five (85%) of the fixed fee amount stipulated in paragraph (40) of the Original Agreement until after completion of the final audit.

The Consulting Engineer may request the substitution of securities for retainage in accordance with Connecticut General Statutes Section 3-112a.

(43) PAYMENT FOR EXTRA WORK

(a) Extra work approvals associated with increases in costs for:

- an extension of construction contract time.
- changes or refinements in work assignments, operations or staffing levels.
- increases in premium overtime or shift differential cost.
- investigation of claims.
- escalated burden, fringe, and overhead costs based on audit results.

A fee, established through negotiations, will be paid from extra work funds under Paragraph (41) of this Agreement to the extent that these funds are available. The Consulting Engineer will be paid based on a certified monthly payroll including burden, fringe and overhead. No additional fixed fee for profit associated with payroll increases identified above will be considered unless the work period specified in Paragraph (3) (d) is exceeded and the extra work funds established under Paragraph (41) have been fully utilized. Extra work approvals that will exceed the amount stipulated in Paragraph (41) of this Agreement or the work period specified in Paragraph (3) (d) will be paid for under a supplemental agreement based on a negotiated fee for services.

(b) Extra work approvals associated with approved design changes that require engineering work at the main or home office of the Consulting Engineer shall be paid on a certified monthly payroll plus the burden, fringe and overhead cost and a fixed fee for profit. Extra work associated with design changes shall be based on a scope of services provided by the Municipality and a negotiated fee for these services. No additional payment will be made for authorized minor design changes that can be made in the field by the Consulting Engineer.

(c) Extra work approvals for claims investigations assigned to the Consulting Engineer after final payment has been made or investigation that will exceed the calendar days stipulated in Paragraph (3) (d) will be based on a scope of services provided by the Municipality and a negotiated fee for these services. The Consulting Engineer will be paid based on a certified monthly payroll plus burden, fringe and overhead cost and a fixed fee for profit.

(44) MAXIMUM HOURLY RATES

That the following maximum hourly rate for each classification of employee to be used on the project shall be as follows and additional

classifications if required must be submitted to the Municipality for prior approval.

Classifications

Maximum Hourly Rates***
Effective through 12/31/2026

Weston & Samspon

Chief Inspector	\$65.55
Senior Inspector	\$55.10

Frank Dawidowicz PLLC

Construction Coordinator	\$150.00 (flat rate)
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BSC Group

Survey Party Chief	\$66.95
Instrumentman	\$48.15
Rodman	\$31.80

*** The Contracting Engineer shall use the following maximum hourly rates until the Department of Transportation Commissioner sends written notification rescinding the wage freeze.

**** The Contracting Engineer may use the above maximum hourly rates prospectively only upon written notification by the Department of Transportation Commissioner that the wage freeze has been rescinded.

The above maximum hourly rates of pay shall be subject to renegotiation should the work required under this Agreement not be completed as stipulated in Paragraph (3)(d). Any adjustment to the maximum hourly rates stated above shall apply only to such services as may be rendered subsequent to the date of renegotiation as stipulated above. Overtime work, when authorized by the Municipality, shall be paid for by the Municipality at "straight-time" rates except when otherwise required by law or regulation or when otherwise approved by the Municipality. The surcharge for burden, fringe and overhead shall be applied only to the "straight-time" portion of any overtime pay.

(45) ACCEPTANCE DATE

That the acceptance date of the work of this Agreement shall be established as the date the Municipality is in receipt of all papers and documents required in this Agreement. Within thirty (30) days of acceptance, the Consulting Engineer shall submit a final payment voucher for monies due him. If the Consulting Engineer fails to submit this voucher within the specified time, the Municipality may process a final payment voucher based on the available information.

(46) CERTIFICATION OF CONSULTING ENGINEER AND CERTIFICATION OF TOWN OF WATERTOWN

That the attached Certification of Consulting Engineer and Certification of the Town of Watertown, as set forth in Exhibit A, Schedule 4, (attached herewith) as revised.

(47) FEE ADJUSTMENT

That the original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the Municipality determines the contract price was increased due to inaccurate, incomplete or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one year following the end of the contract.

(48) NOTICE BETWEEN PARTIES TO AGREEMENT

That it is mutually understood and agreed by the parties hereto that any official notice from one such party to the other such party (or parties), in order for such notice to be binding thereon, shall:

a) - be in writing (hardcopy) addressed to:

(i) When the Municipality is to receive such notice -
Mr. Mark A. Raimo, Town Manager
Town of Watertown
61 Echo Lake Road
Watertown, Connecticut 06795

(ii) When the Consulting Engineer is to receive such notice -
Mr. Erik A. Jarboe, P.E., Senior Team Leader
Weston & Sampson Engineers Inc.
712 Brook Street, Suite 103
Rocky Hill, Connecticut 06067

b) - be delivered in person or be mailed United States Postal Service - "Certified Mail" to the address recited herein as being the address of the party(ies) to receive such notice; and

c) - contain complete and accurate information in sufficient detail to properly and adequately identify and describe the subject matter thereof.

The term "official notice" as used herein, shall be construed to include but not be limited to any request, demand, authorization, direction, waiver, and/or consent of the party(ies) as well as any document(s) including any electronically produced versions provided, permitted, or required for the making or ratification of any change, revision, addition to or deletion from the document, contract, or agreement in which this "official notice" specification is contained.

Further, it is understood and agreed that nothing hereinabove contained shall preclude the parties hereto from subsequently agreeing, in writing, to designate alternate persons (by name, title, and affiliation) to which such notice(s) is (are) to be addressed; alternate means of conveying such notice(s) to the particular party(ies); and/or alternate locations to which the delivery of such notice(s) is (are) to be made, provided such subsequent agreement(s) is (are) concluded pursuant to the adherence to this specification.

(49) REVISIONS IN ORGANIZATION OF CORPORATION

That the Consulting Engineer shall notify the Municipality in writing when there is a change in its Connecticut Certificate of Registration for the Corporate Practice of Engineering or Land Surveying by a corporation or limited liability company in the State of Connecticut or a change in the individual(s) in charge of the work specified herein. Neither change shall relieve the Consulting Engineer of any responsibility for the accuracy and completeness of all products of the work under this Agreement, including all supplements thereto.

~~(49) REVISIONS IN ORGANIZATION OF PARTNERSHIP DOES NOT APPLY (DNA)~~

~~That the Municipality, on written notice by the Consulting Engineer of changes in the partnership structure of the organization, may enter into a supplemental agreement with the new partners providing releases are provided from the former partner, or partners, stating that he has been compensated in full or that provision has been made for compensation in full for all work performed under terms of this Agreement and a financial statement is submitted showing that solvency of the partnership is maintained. The death of a partner shall not release the partnership from the performance of this Agreement and the remaining functions must be performed by the surviving partner(s) until the terms of this Agreement are fully executed. The withdrawal of any partner from the partnership shall not relieve him from his liability for performance of this Agreement.~~

(50) OWNERSHIP OF DOCUMENTS

That all products of the work under the terms of this Agreement shall become and remain the property of the Municipality. This shall include all partially completed work in the event that the Agreement is terminated before completion for any reason.

- a) The Consulting Engineer shall transfer to the Municipality, as part of the consideration for this Agreement, any and all copyright rights or other proprietary interests which the Consulting Engineer may have in materials ("Work Products") produced by it under the terms of this Agreement; and that the Consulting Engineer shall, whenever so requested by (the Municipality), sign (with proper notarization or other lawful acknowledgment of its signature) and deliver to the Municipality a letter agreement, in form and content satisfactory to the Municipality, stating that the Consulting Engineer thereby irrevocably transfers to the Municipality all of its copyright and other proprietary rights in the Work Products designated by the Municipality in its related request.
- b) If deemed appropriate by the Municipality in its sole discretion, the Consulting Engineer shall agree that any or all Work Products shall be deemed a work of joint authorship by the Municipality and the Consulting Engineer for copyright purposes, and shall be registered as such with the United States Copyright Office. The Consulting Engineer hereby waives any right to oppose or object to such a claim of joint authorship or to such related copyright registration.

- c) The Consulting Engineer shall not engage or allow any party ("Other Party") other than itself or the Municipality to contribute directly to the creation of any Work Product unless the Consulting Engineer has first obtained from said Other Party a written agreement ("Secondary Agreement") containing essentially the same terms as Section B above; i.e., the Other Party.
- 1) shall agree to transfer to the Municipality any and all copyright or other proprietary rights said Other Party may have in designated Work Products, or, if the Municipality so requests, shall agree to deem such Work Product a work of joint authorship by the Municipality and by Other Party, and, if appropriate, by the Consulting Engineer also; and
 - 2) shall agree to sign (with proper notarization or other lawful acknowledgment of its signature) and deliver to the Municipality any letter agreement ("Letter Agreement") of the kind described in Section b) above which the Municipality shall request from it. The Secondary Agreement between the Consulting Engineer and an Other Party shall provide expressly that any such Letter Agreement delivered by the Other Party to the Municipality shall be directly enforceable by the Municipality, and that the execution, delivery, and enforceability of such a Letter Agreement are part of the consideration for the Secondary Agreement.

(51) USE OF COMPUTER AIDED DESIGN AND DRAFTING FILE(S)

That the Municipality makes no express or implied warranty of any kind with regard to the particular Computer Aided Design and Drafting File(s) provided to the Consulting Engineer under this Agreement, if any, its documentation, or its fitness for any purpose, including but not limited to the implied guarantees of fitness for a particular purpose. The Municipality shall not be held liable for errors contained herein, or for any consequential or incidental damages which may arise in connection with the use, performance, duplication, modification, transfer or distribution of these files or copies thereof.

(52) PAYMENT OF RECOVERABLE COSTS DUE TO THE MUNICIPALITY

The Municipality shall have the right to set off against amounts otherwise due to the Consulting Engineer under this Agreement or under any other agreement or arrangement that the Consulting Engineer has with the Municipality (a) any costs that the Municipality incurs which are due to the Consulting Engineer's non-compliance with this Agreement and (b) any other amounts that are due and payable from the Consulting Engineer to the Municipality. Any sum taken in set-off from the Consulting Engineer shall be deemed to have been paid to the Consulting Engineer for purposes of the Consulting Engineer's payment obligations under Connecticut General Statute Section 49-41c.

(53) JURISDICTION AND FORUM LANGUAGE

This Agreement shall be governed, interpreted and construed under and in accordance with the laws of the State of Connecticut, whether or not its conflict of laws principles would dictate otherwise. This Agreement shall be deemed to have been made in the Town of Watertown, Connecticut. Nothing herein shall be construed to waive any of the Municipality's immunities.

~~(54) SMALL BUSINESS PARTICIPATION PILOT PROGRAM-SBPPP DOES NOT APPLY (DNA)~~

~~The Contracting Engineer shall comply with this provision in accordance with the "Special Provisions Small Business Participation Pilot Program SBPPP as Subcontractors and Material Suppliers or Manufacturers", as set forth in Exhibit A, Schedule 11 (attached herewith) dated May 12, 2010.~~

IN WITNESS, WHEREOF, the parties hereto have set their hands and seals on the day and year indicated.

WITNESSES:


TOWN OF WATERTOWN

Typed Name:

By _____ (Seal)
Mr. Mark A. Raimo, Town Manager

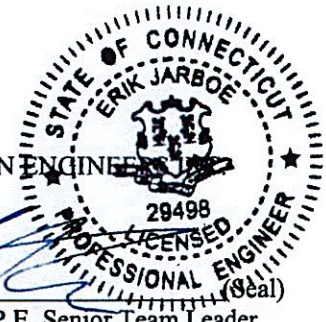
Typed Name:

Date: _____



Typed Name: Aleks Nowicki

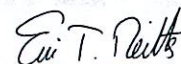
WESTON & SAMPSON ENGINEERS, INC.



By  (Seal)
Mr. Erik A. Jarboe, P.E. Senior Team Leader



Typed Name: Kylie Tardif

By: 
Mr. Eric Reitter, PMP, Senior Vice President

Date: September 29, 2025

CONNECTICUT CORPORATE ENGINEERING
PRACTICE -- CERTIFICATE OF
AUTHORIZATION NO. PEC.0000428



Town Council
Regular Meeting 10/06/2025
Item: 9d



August 29, 2025

Mr. Mark A. Raimo
Town Manager
Town of Watertown
61 Echo Lake Road
Watertown, Connecticut 06795
raimo@watertownct.org

Dear Mr. Raimo:

Subject: Project Authorization Letter
Steele Brook Greenway
State Project No. 153-125
Federal-Aid Project No. PEDS(255)
Unique Entity Identifier ID: K63NWK8HFZP5
Master Agreement No. 10.18-06(23)
CORE ID: 24DOT0125AA
Town of Watertown

On April 15, 2024, the State of Connecticut Department of Transportation (CTDOT) and the Town of Watertown (Municipality) entered into the Master Municipal Agreement for Construction Projects (Master Agreement) noted above. This Project Authorization Letter (PAL) is issued pursuant to the Master Agreement. The capitalized terms used in this PAL are the same as those used in the Master Agreement.

The Municipality is responsible for the Administration of the Construction Project.

The Construction Project is to build a segment of 10 to 12 foot-wide multi-use trail along Steele Brook, beginning at French Street and ending at the Town's soccer field complex, for a distance of approximately 3,800 feet.

Funding for the Construction Project is provided under the "Transportation Alternatives" component of the Federal Surface Transportation Block Grant Program, with an eighty percent (80%) Federal and twenty percent (20%) Municipal participation ratio. Payment will be on a reimbursement basis. The maximum reimbursement to the Municipality under this PAL is \$2,382,240. In addition, any reimbursement for actual expenditures will be in accordance with the terms of the Master Agreement. Costs contained in this PAL shall not be exceeded without obtaining prior written permission from the CTDOT. Enclosed is an estimated cost break down for Construction Project activities. A Demand Deposit in the amount of Forty-one Thousand, Seven Hundred Sixty Dollars (\$41,760) is due to the CTDOT. The Municipality will receive an invoice for the Demand Deposit from the CTDOT's Revenue Accounting unit, once the Written Acknowledgement of the PAL is received by the CTDOT.

2800 Berlin Turnpike
P.O. Box 317546
Newington, CT 06131-7546
860-594-2000

CT.GOV/DOT

9/30/2024

Mr. Mark A. Raimo

-2-

August 29, 2025

The Municipality is responsible for the proper maintenance and operation of all the Municipality's facilities constructed as part of this Construction Project. Upon completion of the project, the Municipality shall assume full responsibility for all maintenance, repairs, and rehabilitation of project elements, which include but are not limited to multi-use trail, sidewalks, sidewalk ramps, parking lot, pedestrian bridge, storm drainage, fencing, guiderail, curbing, pavement markings, signs, bollards, bicycle racks, benches, rectangular rapid flashing beacons, emergency call boxes, and landscaping, including all snow, ice, graffiti removal, trash removal, and debris removal, to the satisfaction of the CTDOT and the Federal Highway Administration.

This Construction Project has been assigned a Disadvantaged Business Enterprise (DBE) goal of two percent (2%) for construction and a goal of zero percent (0%) for Consultant Inspection Activities. The Municipality shall comply with the requirements pertaining to the goal, as stipulated in the Master Agreement.

The issuance of the PAL itself is not an authorization for the Municipality to begin performing work with respect to the Construction Project. The Municipality may advance or begin work on the Construction Project only after an Authorization to Award notice has been received from the CTDOT.

Please indicate your concurrence with the PAL by signing below on or before September 19, 2025 and returning a copy to the Project Manager listed below at the letterhead address. You may submit the Written Acknowledgement of the PAL to the CTDOT Project Manager by hard copy, facsimile, or electronic transmission (preferred). The Master Agreement and the PAL will be incorporated into one another in their entirety and contain the legal and binding obligations of the Municipality with respect to the Construction Project.

If you have any questions, please contact the Project Manager, Devin M. Racicot, P.E., at (860) 594-2735 or Devin.Racicot@ct.gov.

Very truly yours,

Signed by:

4A13778C34334C9...
Mark F. Carlino, P.E.
Engineering Administrator
Bureau of Engineering and Construction

Enclosures

MUNICIPALITY'S ACKNOWLEDGEMENT OF THE PAL:

Concurred by: _____ Date: _____
Mr. Mark A. Raimo
Town Manager

PAL ATTACHMENT
STATE PROJECT NO. 153-125
FEDERAL-AID PROJECT NO. PEDS(255)
ESTIMATED CONSTRUCTION COSTS

A. Contract Items and Contingencies.....	\$	2,614,600
B. Incidentals to Construction – Municipal Services.....	\$	311,700
C. Incidentals to Construction – Municipal Design Services During Construction	\$	20,300
D. Extra Work Allowance – Municipal Services (+/-10% of B)	\$	31,200 ✓
E. Total Municipal Cost (A+B+C+D).....	\$	2,977,800
F. Incidentals to Construction – CTDOT Materials Testing.....	\$	69,300
G. Incidentals to Construction – CTDOT Administrative Oversight	\$	115,000
H. Incidentals to Construction – CTDOT Audits.....	\$	5,500
I. Extra Work Allowance by CTDOT Forces (+/-10% of [F+G+H]).....	\$	19,000
J. Total Incidentals to Construction – CTDOT (F+G+H+I).....	\$	208,800
K. Total Construction Cost – Participating (E+J)	\$	3,186,600
L. Federal Proportionate Share of the Total Construction Cost (80% of K)	\$	2,549,280
M. Municipal Proportionate Share of the Total Construction Cost (20% of K)	\$	637,320 ✓
N. Maximum Amount of Reimbursement to the Municipality (80% of E).....	\$	2,382,240
O. Demand Deposit Required from the Municipality (20% of J).....	\$	41,760




WATERTOWN PC Town Council
195 FREN Regular Meeting 10/06/2025
WATERTC Item: 9e
860-



Joshua N. Bernegger
Chief of Police

Renee Dominguez
Deputy Chief

TO: Maria Guerrero, Finance Director
FROM: Chief Joshua Bernegger 
CC: Megan Guiliano, Lisa Zambero, Lisa Cattaneo
DATE: September 25, 2025
SUBJECT: Appropriation of Funds

I respectfully request the sum of \$8,007, received from the Johanna Hayes Communications Upgrade Grant, be appropriated into account number 262-50320-511-0000-9062. This amount is to cover the cost to purchase and install the 60' wooden utility poles at Black Rock Dam and Judd Farm Road.



WATERTOWN POLICE

195 FRENCH
WATERTOWN
860-941-1234



Town Council
Regular Meeting 10/06/2025
Item: 9f

Joshua N. Bernegger
Chief of Police

Town Council
Regular Meeting 10/06/2025
Item: 9g

TO: Mark Raimo, Town Manager

FROM: Joshua Bernegger, Chief of Police *(Signature) HQ1*

DATE: 29 September 2025

RE: Car 12 replacement

Watertown Police Department patrol vehicle #12, a 2022 Ford Explorer, was involved in a motor vehicle collision on April 30, 2025 at the intersection of Woodbury Road and Fern Hill Road.

The Town's insurance carrier determined the vehicle to be a total loss, and recently settled the claim with the Town for \$24,744.08 which should be received by your office in the near future.

Car #12 was a front-line patrol vehicle. The loss of Car #12 has strained the use of older patrol vehicles since the collision, prompting the need to replace the damaged vehicle.

The cost to replace Car #12 through MHQ, which holds the state purchasing contract, is \$52,195. This number includes the purchase and outfitting of a new 2026 Ford Explorer (Note: Most of the equipment from the damaged vehicle was recovered and can be installed into the new vehicle).

The difference in cost between the insurance payout and the replacement value of a new vehicle is \$27,450.92, which is not in the police department's FY 25-26 budget. Therefore, I am respectfully requesting an appropriation from the General Fund for \$27,450.92 for the replacement of Patrol Vehicle #12 to be placed into line item 010.50550.020.3236.9010 NEW POLICE CARS 2025-2026.



WATERTOWN POLICE DEPARTMENT

195 F
WATE

Town Council
Regular Meeting 10/06/2025
Item: 9h




Joshua N. Bernegger
Chief of Police

ez
Deputy Chief

MANAGEMENT MEMO

TO: Maria Guerrero, Finance Director
Megan Guiliano, Assistant Finance Director

FROM: Chief Joshua Bernegger  H21

CC: Lisa Cattaneo
Lisa Zambero

DATE: October 1, 2025

SUBJECT: Reimbursement for Detective Conway's Homeland Security Overtime

The following reimbursement has been received by the finance department for expenditures from the police department's overtime account.

Homeland Security overtime incurred by Detective Conway:

September 30, 2025 \$1,682.22

Please appropriate the aforementioned amount of \$1,682.22 to the police department overtime account 010-50130-020-0000.



WATERTOWN, CONNECTICUT

PARKS, RECREATION & SENIOR SERVICES


61 ECHO LAKE ROAD W
MAIN OFFICE (860) 875-3100

Town Council
Regular Meeting 10/06/2025
Item: 9i



TO: Mark A. Raimo
Town Manager

FROM: Michael Ganem
Director of Parks, Recreation, Senior, and Social Services

DATE: September 24, 2025 

RE: REQUEST FOR APPROPRIATION

1. Consider an appropriation from the General Fund of \$1396.00 to the Recreation and Special Events line # 070-40346-460-3181-0000. The Thomaston Savings Bank Foundation provided \$1,396.00 in grant funds for the purchase of iPads to be used in assisting the community in and at programs and special events. We will expense these iPads from line #070-50720-094-3181-9070.

Thank you for your consideration. Please let me know if you have any questions.




WATERTOWN, CONNECTICUT
PARKS, RECREATION, SENIOR, & SOCIAL SERVICES
61 ECHO LAKE ROAD WATERTOWN, CONNECTICUT 06795-2629
MAIN OFFICE (860) 945- 5246 FAX (860) 945- 4734



TO: Mark A. Raimo
Town Manager

FROM: Michael Ganem
Director of Parks, Recreation, Senior, and Social Services

DATE: September 24, 2025 

RE: REQUEST FOR APPROPRIATION

1. Consider an appropriation from the General Fund of \$1396.00 to the Recreation and Special Events line # 070-40346-460-3181-0000. The Thomaston Savings Bank Foundation provided \$1,396.00 in grant funds for the purchase of iPads to be used in assisting the community in and at programs and special events. We will expense these iPads from line #070-50720-094-3181-9070.

Thank you for your consideration. Please let me know if you have any questions.



Town Council
Regular Meeting 10/06/2025
Item: 9j

RESOLUTION

WHEREAS, taxpayers have made applications for property tax refunds in accordance with C.G.S. Sections *Refunds of Excess Payment*:

WHEREAS, per State Statute, the Tax Collector shall, after examination of such application, refer the same, with recommendations thereon, to the Town Council, and shall certify to the amount of refund, if any, to which the applicant is entitled.

WHEREAS, Upon receipt of such application and certification, the Town Council shall draw an order upon the Finance Department in favor of such applicant for the amount of refund so certified.

NOW THEREFORE BE IT RESOLVED that the Town Council authorizes a request that the Finance Department shall issue the payments for the certified refunds.

Dated at Watertown, Connecticut this 6th day of October, 2025.

Mary Ann Rosa, Chair
Watertown Town Council

At a regular meeting of the Watertown Town Council held on October 6, 2025, the foregoing resolution was moved for adoption by Councilman/Councilwoman _____.
The motion was supported by Councilman/Councilwoman _____.

Motion declared adopted.

Susan King, Clerk
Watertown Town Council

ACTION TAKEN BY THE TOWN COUNCIL:

At a regular meeting of the Town Council held on _____ day of _____ 2025, it was authorized to refund property taxes, interest, and fees amounting to \$ _____ to the below applicants.

Bill	Name	Address	City/State/Zip	Prop Loc/Vehicle Info.	Reason	Tax	Int	Fee	Refund
2023-03-0050100	ACAR LEASING LTD	PO BOX 1990	FORT WORTH, TX 76101	2021/1GCRYDED1MZ114612	Sec. 12-129 Refund of Excess Payments - ACCOUNT PRORATED	378.32	-	-	378.32
2023-03-0050153	ACAR LEASING LTD	PO BOX 1990	FORT WORTH, TX 76101	2021/1GCUYEED0MZ190340	Sec. 12-129 Refund of Excess Payments - ACCOUNT PRORATED	220.71	-	-	220.71
2024-03-0050179	ACTION COPY INC	56 ECHO LAKE RD #4	WATERTOWN, CT 06795-2671	2013/1GTR2VE79DZ293225	Sec. 12-129 Refund of Excess Payments - ACCOUNT PRORATED	63.30	-	-	63.30
2024-03-0051873	BLISS MAUREEN A	100 MERRIMAC ST	OAKVILLE, CT 06779-1914	2021/1F2GTHNC4M8217860	Sec. 12-129 Refund of Excess Payments - ACCOUNT PRORATED	110.40	-	-	110.40
2024-03-0052380	BROWN FREDERICK B	450 LINKFIELD RD	WATERTOWN, CT 06795-1437	2015/4S3BNAC67F3026313	Sec. 12-129 Refund of Excess Payments - ACCOUNT PRORATED	55.58	-	-	55.58
2018-03-0052588	BROWN ROCHINA M	21 CENTRAL AVE	OAKVILLE, CT 06779-2132	2011/WA1LGAFE5BD005492	Sec. 12-126 Tangible Property Assessed in more than one Municipality.	363.10	370.37	5.00	738.47
2019-03-0052524	BROWN ROCHINA M	21 CENTRAL AVE	OAKVILLE, CT 06779-2132	2011/WA1LGAFE5BD005492	Sec. 12-126 Tangible Property Assessed in more than one Municipality.	294.06	247.01	5.00	546.07
2020-04-0080493	BROWN ROCHINA M	21 CENTRAL AVE	OAKVILLE, CT 06779-2132	2014/1C4RJFAG3EC415080	Sec. 12-126 Tangible Property Assessed in more than one Municipality.	192.67	-	-	192.67
2021-03-0052335	BROWN ROCHINA M	21 CENTRAL AVE	OAKVILLE, CT 06779-2132	2014/1C4RJFAG3EC415080	Sec. 12-126 Tangible Property Assessed in more than one Municipality.	401.21	192.58	5.00	598.79
2024-03-0054329	CREASEY PETER B	30 SHORT ST	OAKVILLE, CT 06779	2008/1GYEE437380207396	Sec. 12-129 Refund of Excess Payments - ACCOUNT PRORATED	13.58	-	-	13.58
2024-03-0056538	ENTERPRISE FM TRUST	2281 BALL DR	SAINT LOUIS, MO 63146-8603	2017/KNDMA5C17H6285563	Sec. 12-129 Refund of Excess Payments - ACCOUNT PRORATED	232.51	-	-	232.51
2024-03-0056541	ENTERPRISE FM TRUST	2281 BALL DR	SAINT LOUIS, MO 63146-8603	2024/3C6LRVAG2RE145130	Sec. 12-129 Refund of Excess Payments - ACCOUNT PRORATED	782.72	-	-	782.72
2024-03-0057636	GAMBARDELLA JAMES C	17 OLD TOWN RD	WEST DOVER, VT 05355	2023/KNDPUCAGXP7117280	Sec. 12-129 Refund of Excess Payments - ACCOUNT PRORATED	43.17	-	-	43.17
2024-03-0058299	GOSSELIN RONALD M	280 GUERNSEYTOWN RD	WATERTOWN, CT 06795-1819	2017/2GNFLGE32H6261279	Sec. 12-129 Refund of Excess Payments - ACCOUNT PRORATED	35.15	-	-	35.15
2024-03-0058338	GRACARI FRANCESKA D.	225 BELDEN ST	WATERTOWN, CT 06795-2803	2018/KNMAT2MV8JP616230	Sec. 12-129 Refund of Excess Payments - ACCOUNT PRORATED	82.07	-	-	82.07
2024-03-0058623	GUERRERA ANTHONY	56 BROOKVIEW CIR	WATERTOWN, CT 06795-1231	2022/3FTW8F98NRB11144	Sec. 12-129 Refund of Excess Payments - ACCOUNT PRORATED	35.71	-	-	35.71
2024-03-0059429	HOLLEY JOHN G	32 BOWERS ST	WATERTOWN, CT 06795-2202	1993/1GCHC33F1PJ322629	Sec. 12-129 Refund of Excess Payments - ACCOUNT PRORATED	6.37	-	-	6.37
2024-03-0059883	HYUNDAI LEASE TITLING TRUST	4100 WILDWOOD PKWY	ATLANTA, GA 30339-8400	2023/KNDRHDLG3P5152514	Sec. 12-129 Refund of Excess Payments - ACCOUNT PRORATED	405.27	-	-	405.27
2024-03-0061438	LAROSE EDWARD J	118 WOODPARK DR	WATERTOWN, CT 06795-2033	2006/1FTSX21596EC49953	Sec. 12-129 Refund of Excess Payments - ACCOUNT PRORATED	11.35	-	-	11.35
2024-03-0062768	MARCIANO CHRISTINE E	566 MOUNT FAIR DR	WATERTOWN, CT 06795-1661	2021/1C4RJFBG4MC503195	Sec. 12-129 Refund of Excess payments - DUPLICATE PAYMENT	699.71	-	-	699.71
2024-03-0062769	MARCIANO CHRISTINE E	566 MOUNT FAIR DR	WATERTOWN, CT 06795-1661	2012/YV1622F3C2099151	Sec. 12-129 Refund of Excess payments - DUPLICATE PAYMENT	212.50	-	-	212.50
2024-03-0064279	MUNCE PAULETTE M	319 THOMASTON RD UNIT 10	WATERTOWN, CT 06795-2038	2009/KNDJF723497631714	Sec. 12-129 Refund of Excess Payments - ACCOUNT PRORATED	14.54	-	-	14.54
2023-02-0040794	NATURAL BALANCE MASSAGE LLC	250 MAIN ST SOUTH	SOUTHBURY, CT 06488	404 MAIN ST	Sec. 12-126 Tangible Property Assessed in more than one Municipality.	186.96	-	-	186.96
2024-03-0065067	OROURKE TERRI E	50 GOLFPVIEW DR	WATERTOWN, CT 06795-1649	2008/5NMSSH73E48H163778	Sec. 12-129 Refund of Excess payments - DUPLICATE PAYMENT	8.25	-	-	8.25
2024-03-0066171	PIRIE ROBERT J	549 MIDDLEBURY RD	WATERTOWN, CT 06795-3028	2017/2T3DFREV0HW630214	Sec. 12-129 Refund of Excess Payments - ACCOUNT PRORATED	31.90	-	-	31.90
2024-03-0067661	SANTIAGO ANTHONY	43 RUSSELL AVE	OAKVILLE, CT 06779-2323	2021/3CZRUGH11MM730444	Sec. 12-129 Refund of Excess Payments - ACCOUNT PRORATED	64.46	-	-	64.46
2024-03-0060723	SHUMAN ALEX	110 WOODBURY RD	WATERTOWN, CT 06795-2130	2022/JTDKAMP2N3228508	Sec. 12-129 Refund of Excess Payments - ACCOUNT PRORATED	79.27	-	-	79.27
2024-03-0069896	TOYOTA LEASE TRUST	525 FELLOWSHIP RD STE 330	MT LAUREL, NJ 08054-3415	2018/JTMRFEV7JJ734628	Sec. 12-129 Refund of Excess Payments - ACCOUNT PRORATED	56.68	-	-	56.68
2024-03-0069941	TOYOTA LEASE TRUST	525 FELLOWSHIP RD STE 330	MT LAUREL, NJ 08054-3415	2022/JTDEPMAE0N3026753	Sec. 12-129 Refund of Excess Payments - ACCOUNT PRORATED	57.65	-	-	57.65
2024-03-0069947	TOYOTA LEASE TRUST	525 FELLOWSHIP RD STE 330	MT LAUREL, NJ 08054-3415	2023/2T3F1RFV6PW335235	Sec. 12-129 Refund of Excess Payments - ACCOUNT PRORATED	86.49	-	-	86.49
2024-03-0070537	VAULT TRUST	PO BOX 71119	CHARLOTTE, NC 28272-1119	2021/1C6HJTFG2ML552973	Sec. 12-129 Refund of Excess Payments - ACCOUNT PRORATED	106.40	-	-	106.40
2023-03-0070791	VCFS AUTO LEASING CO	PO BOX 91300	MOBILE, AL 36691	2022/YV4A22PK4N1862427	Sec. 12-129 Refund of Excess Payments - ACCOUNT PRORATED	231.84	-	-	231.84
2024-03-0070568	VCFS AUTO LEASING CO	PO BOX 91300	MOBILE, AL 36691	2022/YV4A22PK4N1862427	Sec. 12-129 Refund of Excess Payments - ACCOUNT PRORATED	963.98	-	-	963.98
TOTAL						6,527.88	809.96	15.00	7,352.84

Susan King, Clerk of the Town Council

**TOWN OF WATERTOWN
DEPARTMENTAL REPORTS**

The seal of the Town of Watertown, Connecticut, is a circular emblem. It features a central figure of a Native American holding a bow and arrow. The figure is set against a background of a landscape with a house and trees. The text "TOWN OF WATERTOWN, CONNECTICUT" is written around the perimeter of the seal, and the year "1780" is at the bottom. A banner at the bottom of the seal reads "Working for you".

Fire Department
Fire Marshal
Land Use/Building Services
Parks & Recreation/Senior Center/Social Services
Police Department
Town Clerk
Water & Sewer

Prepared for the:

Monday, October 6, 2025

Town Council Meeting

Fire Dept. Monthly Town Council Reporting September 15, 2025

Incident Reponses Year to date, 08/31/2025 - 1969

Total incidents August - 230

Total medical incidents August- 174

Total fire incidents August - 56

Mutual Aid requests August- 0

Structure fires August – (1) 23 Skyhollow Ct

MVA w/ Injury August- 13

Total Vol. Membership to date - 76 There are 0 new applications for membership currently

Total members on Leave - 7 (4 Medical-2 Personal-1 Military)

Total Active Membership - 69

Total Apparatus drivers - 35

Total Vol. EMRs 16

Total Vol. EMTs 29

Total Vol. Paramedic 3

Fire Junior Corp. 2-- 0 new application received

The Fire Dept. continues to sponsor a monthly Red Cross Blood Drive at Fire HQ, next date is 9/19/2025,

The Watertown Fire Dept. continued during August to provide residents with emergency responses of 76 % medical calls and 24 % fire - misc. calls

Ladder 2 replacement is progressing well and currently awaiting a date to travel to factory for final inspection

The Fire Dept. participated in Public Relations parade events around the county, as well as the August Night Out on Main Street. The Dept. awards dinner is 09/25/2025

The vehicle fleet is in good shape, 5.4 % of the FY 25-26 vehicle Maint. budget has been spent.

Respectfully, Chief David Bromley



TOWN OF WATERTOWN

FIRE MARSHAL'S OFFICE
935 MAIN STREET
WATERTOWN, CONNECTICUT 06795-2998

(860) 945-5220
FAX-(860)-945-5223



KIMBERLY CALABRESE
Fire Marshal

BRIAN WHITE
Deputy Fire Marshal

Watertown Fire Marshal's Office
Monthly Report – August 2025

- The month of August was largely focused on preparing for the upcoming school year. Staff worked closely with school administrators to complete fire and life safety inspections at five public schools, two parochial schools, and the educational facilities at The Taft School.
- Conducted ongoing inspections of businesses and residential properties throughout town.
- Issued and managed blasting permits for various projects across the community.
- Continued follow-up on hoarding-related concerns within the community.
- Performed plan reviews and addressed various matters in coordination with the Building Department.
- Conducted fire investigations, including one accidental residential fire, along with continued follow-up work on prior investigations.
- Participated in an evacuation drill at a local senior housing complex.
- Carried out a range of additional office and field duties, including underground storage tank removals, burn complaints, open burning permit inspections, training classes, and other administrative tasks.

Inspection Type Count

Assembly (Including Liquor License)	10
CONSULTATION - Building	2
Daycare Annual Inspection	2
INSPECTION - Fire Alarm	3
Tent Inspection	1
Business Inspection	26
CONSULTATION - Site	1
Educational Inspection	21
PLAN REVIEW - Architectural	1
Three Family	1

Total Inspections 68

Incident Investigations 2

Total Staff Training 0

Total Staff Activities 69

Activities include, Office Meetings, Burning Permit/Issues, Public Education, Residential Tank Removals, Smoke Detector Installations and additional Fire Marshal Training:



Town of Watertown, Connecticut

Land Use Administration

Watertown Municipal Center

61 Echo Lake Road

October 3, 2025

To: Mark Raimo Town Manager

From: Mark Massoud Administrator for Land Use and Building Services

RE: Department Activities September 2025

I am pleased to provide you with a summary of work activities for the Land Use Department including Planning & Zoning, and Building Services.

Administrative staff function highlights:

The two departments combined issued 157 permits generating fees to the town of \$54,099.00 and having an approximate net value of \$3,754,114.35

Building Department issued 142 building permits generating fees of \$52,159 with a net value of \$3,575,314.35

Land Use issued 15 zoning permits generating fees of \$1940.00 for a net value of \$178,800.00

Notable projects continuing in September include:

- Construction of the Qdoba fast casual restaurant serving Mexican style cuisine, as well as an Aroma Joes coffee franchise, both located in 10 Acre Mall on Straits Turnpike in the former ION bank location.
- Construction of a new addition at 10 Dinunzio Road for Dayton Construction.
- Foundations for 9 buildings to house self-storage units at 146 Frost Bridge Road for Connecticut Self Storage
- Work continues on the 80,000 square foot building at 64 Seemar Drive for Forum Plastics.
- Foundations for the age restricted Turnberry Estates project off Straits Turnpike.
- Development remains robust for additions to single family dwellings, inground pools and various improvements to residential dwellings and commercial buildings.

Staff continue to meet through the preapplication process with residents and developers interested in pursuing a variety of development projects in town.

Land use staff continue to work diligently to bring the online permitting system to fruition with Muncity the system vendor.

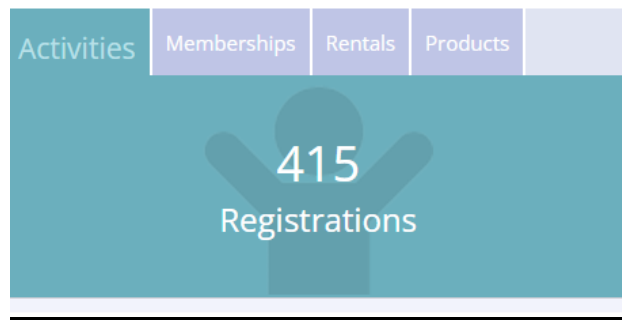
Please let me know if you require additional information.



+WATERTOWN, CONNECTICUT
PARKS, RECREATION, SENIOR, & SOCIAL SERVICES
61 ECHO LAKE ROAD WATERTOWN, CONNECTICUT 06795-2629
MAIN OFFICE (860) 945- 5246 FAX (860) 945- 4734



August 2025
MONTHLY REPORT



Myrec 8/01/2025-08/31/2025

Recreation:

- As our summer camp programs and activities come to an end, we're reflecting on what a fantastic summer it's been! We welcomed a great mix of new campers and many familiar faces from past years, creating a vibrant and energetic community. We're especially proud of the positive feedback we received from parents, who shared how impressed they were with our counselors and the overall camp experience. Kudos to our amazing staff for their hard work, enthusiasm, and dedication, they truly made this summer one to remember!
- The Watertown Fall Festival Committee has been hard at work, meeting several times a month to prepare for this year's event—and everything is shaping up nicely for Saturday, October 4 at Veterans Memorial Park! Applications are rolling in, and it's clear that the community is excited about the fall season. From local vendors and food trucks to entertainment and family-friendly activities, we're gearing up for a fantastic day of autumn fun.
- On August 6, we wrapped up our Summer Poker Run series, a popular weekly event held every Wednesday at Veterans Memorial Park. Each week, runners had the option to complete a 5K, 3K, or 1K route—bringing in a great mix of participants of all ages and experience levels. Throughout the summer, we saw many new faces and returning runners, making it a fun and active way to stay connected with the community. To wrap up the final run, Danielle K. and Jackson B. ended the day with the best poker hand! They each won a gift card to Dick's Sporting Goods.
- On Saturday, August 16, we hosted our second—and final—*Night on Main Street* of the season, and it couldn't have gone better! The weather was perfect, and the streets were buzzing with energy. With over 47 vendors lining up the street, attendees enjoyed an evening full of great music, delicious food, and unique shopping. The community's response was overwhelmingly positive—*Night on Main Street* has truly become a cherished event that brings people together. A huge thank-you to all the vendors, performers, and attendees who made this night such a success.

- Our Fall & Winter Activities Guide is now available—and it's packed with exciting events for all ages! Flyers for upcoming programs are being distributed and can also be found on our website. From family fun to festive holiday traditions, there's something for everyone this season.
- Here's a sneak peek at what's coming up: *Swimming Lessons, WRST, Arts & Crafts, Harvest Cruze Car Show, Town Tag Sale, Trunk or Treat, Halloween at the Firehouse, Online Courses, Youth Basketball, After School Activities, Dance and Exercise classes, Photos with Santa, Santa Light Parade and Cookies & Milk with Santa.*
- The Watertown Park and Recreation Department hosted its Summer Concert Series every Wednesday night at Veterans Memorial Park—and what a season it was! Each week brought great music, delicious food, and a strong sense of community. Each band delivered an unforgettable performance that had the crowd dancing and singing along. We were thrilled to see such strong community support, with approximately 250 attendees joining us each week!
- On Thursday, August 21, we hosted our annual *Back to School Pencil Hunt*—and it was a fantastic way to gear up for the new school year! We had so many excited kids from Pre-K through 5th grade register for the event. They had an absolute blast searching for pencils scattered around the school grounds. The energy and smiles were contagious! Backpacks were awarded to the top two winners in each age category—congratulations to all our super searchers!
- On Saturday, August 23, we hosted our third annual *Drool in the Pool* at Crestbrook Park Pool—and it was a splashing' good time! This beloved event welcomed enthusiastic pups who couldn't wait to jump in and cool off. It's a fun and unique way for dog owners to enjoy the pool season one last time—this is one event they simply can't resist!

Social Services:

- Renter Rebate Programs-Continued processing applications to assist eligible residents. Last Day to apply is September 30th.
- Assisted 60 children with back-to-school supplies with the assistance of all the Local Churches.
- We received a generous donation of \$1020 from Restaurant Week hosted at Hawk Ridge.
- Stop & Shop is collecting donations Bloomin' for Good
- United way is hosting a canned food drive with Watertown Library
- Shakers put together 200 snack bags for our clients
- This month, we updated our Amazon Eish List and are grateful to have received a generous number of items donated to the Food Bank
- Shakers helped prepare for the back-to-school season by putting together 200 snack bags for our clients' children.
- United Way of Greater Waterbury is sponsoring a reading event on September 13th at the Watertown Library to celebrate Library Card Sign-Up month. Those who attend are encouraged to bring a canned good for the Food Bank

Senior Center:

- **(19) New FASC Members** came on board between August 13, and September 12, 2025.
- **(26)** Seniors attended **Lunch and Learn Casey-O’Neill Presentation** on August 19, 2025.
- **(33)** Seniors attended **Learn How to Lower your Electric Bill** on August 26, 2025.
- **(116)** Seniors attended the **Annual Picnic in the Park at Veterans Memorial Park** on August 29, 2025.
- **(22)** Seniors attended the **Bus Trip to Thimble Islands Dockside Restaurant in Branford** on September 5, 2025.
- **(19) Bus Trip** to attend Senior Entertainment at the **Aqua Turf Club for Dinner and Show** to see **“Jukebox 45 Show Band; DooWop Show”** on September 9.
- The FASC Book Club continues to meet the fourth Tuesday of the month. The Book Club discussed, **“Tom Lake”** by Ann Patchett on August 26. On September 23, the Book Club, will discuss, **“The Coldest Winter Ever”** by Sister Souliah.

Remaining Planned Special Activities for September

- **September 16 Blood Pressure Clinic**
- **September 17 Bus Trip to The Big E**
- **September 22 Bus Trip to BARC Hidden Café**
- **September 26 Senior Appreciation Luncheon**
- **September 29 Bus Trip to Kaynor Tech**
- **September 30 KindCare Presentation Senior Living Community**

UPCOMING EVENT;

- **October 3 Bus Trip to American Museum of Tort Law/Railway Café Lunch**
- **October 9 Health Complex Pharmacy to administer the High Dose Flu Shot**
- **October 14 Bus Trip to Aqua Turf Dinner/Show, “A Tribute to Las Vegas**

Crestbrook Park Golf Course:





Green maintenance at Crestbrook Park Golf Course includes “slicing, back and forth, and side to side. Sprinkle in the specialized sand and seed, then sweep nicely and easily. Lastly, water and ENJOY!

Parks:



The Town of Watertown lost a beautiful and large Maple Tree at Deland Field. When the wind took it down, the fallen branches caused damage to our batting cage and fencing. While the tree can never be replaced, the cage and fencing are scheduled for repair.



WATERTOWN POLICE DEPARTMENT
195 FRENCH STREET
WATERTOWN, CT 06795
860-945-5200



Joshua N. Bernegger
Chief of Police

Renee Dominguez
Deputy Chief

TO: Town Manager Mark Raimo
Watertown Town Council
Watertown Police Commission

FROM: Joshua Bernegger, Chief of Police

DATE: 8 October 2025

RE: October 2025 Chief's Report

- 1) The Watertown Police Department's sworn ranks are fully staffed with 42 members.
- 2) Dispatch has one full-time vacancy. An applicant for the position has been hired, and will begin training on 10/9/2025. Two (2) per diem dispatchers have also been hired to help fill vacant shifts.
- 3) Our Communications Supervisor has announced his resignation, effective 10/13/25. A new hiring process is being launched to fill this position.
- 4) An Assistant Animal Control Officer has been hired and started work on 10/2/2025.
- 5) The Town of Watertown Radio Communications Upgrade Project continues as scheduled. WPD will be receiving 45 portable radios and 5 mobile vehicle radios from the grant project to hold the Department over until the project is fully complete. The new tower sites on Judd Farm Road and Black Rock Dam are scheduled to begin construction very soon. The Dispatch radio consoles will be upgraded by the end of the calendar year.
- 6) An adult and youth citizens police academy are being planned for February/March 2026.
- 7) The upgrading of the police department's gun range on Old Baird Road has been completed, to include a steel portable structure with a concrete patio and roof attached. Electricity has been connected to provide lighting.

TOWN OF WATERTOWN

CONNECTICUT



Town Hall
Watertown, CT
Telephone 945-5230

Office of the Town Clerk

September 8, 2025
Monthly Departmental Report

Town Clerk's Office

August 2025 reporting:

258 Land Records Recorded

took in \$24,448.75 in town conveyance tax

took in \$840.00 in open space tax penalty (PA 490)

1 Maps Recorded

12 Property Foreclosure Registrations and De-Registrations

2 Sports Licenses (Hunting, Fishing licenses and permits)

3 Liquor License Permits

0 Cigarette Dealer License Applications

5 Notary Commissions

1 Trade Name Recordings

6 Burial Permits

7 Cremation Permits

1,336.75 Land Record Copies, 38 large & regular size map copies

4 Certified Land Record/Map Copies

46 Dog Licenses

7 Marriage Licenses

2 Military Discharge Recordings

167 Vital Record Certified Copies

Project Progress:

*Town Council meeting minutes scan project continuation – almost completed!

*Records retention assessment and organization.

*Referendum ballot and explanatory text set up, order, & preparation. Began issuing absentee ballots on August 28th.

Respectfully submitted,
Lisa Dalton, MCTC
Watertown Town Clerk

A handwritten signature in black ink, appearing to be "LD", is written over the printed name of Lisa Dalton.



TOWN OF WATERTOWN
WATER AND SEWER AUTHORITY
 747 French Street
 Oakville, Connecticut 06779-1099
 Main Office (860) 945-5299

Date: September 9, 2025
 To: Mark A. Raimo, Town Manager
 From: David McMahon, WSA Superintendent / Engineer *DM*
 Re: **Superintendent's Report – August 2025**

I. Operations Water and Sewer: August 2025

Call Before You Dig – 103	Non-Payments – Shut-Off – 0	Non-Payments – Turned On – 0
Backflow Device Inspections – 0	Fats, Oil, & Grease – 1	Water Leak Investigation – Full System
Water Service Leaks – 0	Water Service Repairs – 0	Water Service Inspections – 0
Water Main Leaks – 1	Water Main Repairs – 1	Water Main Inspections – 1
Fire Hydrants Flushed – 3	Fire Hydrants Installations – 0	Fire Hydrants Repaired – 0
Water Service Taps – 1	Water Service Installations – 1	Water Main Installations – 800 ft.
Sewer Lateral Inspections – 1	Sewer Main Inspections – 0	Sewer CCTV Inspections – 1
Sewer Lateral Blockage – 1	Sewer Lateral Repairs – 1	Sewer Lateral Installations – 0
Sewer Main Blockages – 0	Sewer Main Repairs – 0	Sewer Main Installations – 800 ft.
Sewer Manhole Inspections – 0	Sewer Manhole Repairs – 0	I&I Inspections – 0

II. Business Administration:

Total Customer Transactions from **August 1 – August 31**

- Broken down as: Cash – **5%** Checks – **71%** Electronic – **24%** = **\$323,143.29**
- Property(ies) in Tax Sale: **01 with Tax Office – August 13, 2025**

Non-Payment / Collections Shut Offs: **Suspended due to a significant shortage of personnel in field operations and the administrative office.**

- Notices Mailed: **0** Monies Collected: **\$0.00**
- Outstanding Non-Payment / Collection Shut Offs Totals to Date = **\$104,000.00**
 - Total Notices Mailed: **0** Total Monies Collected: **\$0.00 Collected**

III. Department Position Status:

- Temporary Administrative Position - Hiring Service Vendor – Onboard
- WSA Utility Maintainer II – Vacant – External Applications Received – Interviews to be scheduled July – August 2025
- WSA Business Analyst II – Vacant – On Hold by Town Manager
- WSA Chief Maintainer – Drafting Job Description for Union and Town Manager Approvals
- WSA Assistant Controller – Drafting Job Description for Union and Town Manager Approvals
- WSA Business Analyst I – Drafting Job Description for Union and Town Manager Approvals

IV. Project Status:

- Bunker Hill WPS - New Vertical Turbine 50HP Pump and Equipment – Ongoing
- Full Water Distribution System Leak Detection Project – Full System by CT Pro
- Turnberry Estates Project - 800 ft. of Water Main and Sewer Main Installed – Ongoing
- Proposed Rates & Fees Increases – Ongoing
- Fern Hill WPS – New Vertical Turbine 60HP Pump Project – Operational since 05-22-2025
- Waterbury Demolished Old Chemical Building on Bassett Rd
- WSA & Waterbury – WWD 42” Transmission Main Repairs – Bassett Rd – Delayed to 2026 - 2027
- WSA & Waterbury – WWD Slip Lining Project - Ongoing
- Echo Lake Booster Station – 16” & 12” Main Installation Design Project – On Hold
- WSA Emergency Operations Plan – Draft Reviews – Pending Reviews by Town Manager and Emergency Management Director – 04-23-2025
- Edmunds GovTech - WSA Utility / Customer Billing Software Project – Ongoing Next Meeting Scheduled for September
- WaterWorth Utility Software Project – Ongoing – Ongoing Next Meeting Scheduled for September
- Lead and Copper Rule – Task III – Ongoing – Next Meeting Scheduled for September
- SCADA Upgrade Project – Ongoing
- ArcGIS Project – Ongoing
- AMI (Automated Metering Interface) Pilot Project - Ongoing
- Water Storage Tanks – Multi-year Maintenance & Repairs Project – Bid Documents Preparation
- Bunker Hill Rd – Straits Tpke to Commercial St – 12” Main Installation Project – Ongoing Design
- Commercial St – States St to New Wood Rd – 12” Main Installation Project – Ongoing Design
- Frederick St – Frederick St D.E. to Falls Ter – 6” Main Installation Project – Ongoing Design
- CT DPH Project Applications – Applications submitted
- CT DEEP Project Applications – Application submitted for I&I (Infiltration & Inflow)