

AGREEMENT

THIS AGREEMENT dated this day of August, 2026, by and between the **CITY OF STAMFORD**, a municipal corporation in the State of Connecticut, hereinafter referred to as the "City", 888 Washington Boulevard, Stamford, Connecticut 06904, acting herein by **CAROLINE SIMMONS**, its Mayor, hereunto duly authorized, and **BLAKE THERMAL SALES & SERVICE, INC.**, with principal offices located at 4 New Park Road, Windsor, Connecticut 06088, hereinafter referred to as the "Contractor", acting herein by **JUSTIN GENGA**, its Regional Sales Manager, duly authorized.

WITNESSETH

WHEREAS, the City authorized Waiver Agreement.2026.0373 to update boiler controls and associated upgrades for two (2) Cleaver Brooks natural gas boilers at the Stamford Government Center; and;

WHEREAS, the Contractor is the only authorized representative for Cleaver Brooks boilers in the State of Connecticut; and

WHEREAS, the amount authorized by Bid Waiver Agreement.2026.0373 shall now exceed \$50,000; and

WHEREAS, per the City of Stamford Purchasing Ordinance, Section 23-18.4 A, the City now requires a formal written agreement for these services.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. SCOPE OF SERVICES. The scope of services shall consist of those duties, functions, obligations, responsibilities, and tasks set forth in Blake Thermal Proposal 14952 – OPP2203 Stamford Advanced Controls with parallel positioning and diagnostics -CB 01042796 dated May 19, 2026, which is incorporated by reference herein..

2. COMPENSATION. The City shall pay as compensation to the Contractor the amount of ONE HUNDRED FIFTY-TWO THOUSAND FIVE HUNDRED THIRTY-FOUR Dollars (\$152,534.45).

The total shall include all charges, direct costs, indirect costs, expenses, and fees of the Contractor. Said compensation shall be paid by the City upon review and approval of the Contractor's invoices for payment, as required by the City's Code of Ordinances (hereinafter referred to as "the Code").

Notwithstanding that portion of Paragraph 2 of the Contractor's Terms and Conditions of Sale, entitled "Price; Payment", the City shall not be obligated to pay any late fees or charges on amounts due but not paid within 30 days after the date payments are due and payable.

3. TIME OF COMMENCEMENT AND COMPLETION OF WORK. The Contractor shall commence the work on the date of execution of this Agreement by both parties and shall complete the work in a diligent and efficient manner no later than 120 calendar days after contract execution (hereinafter the Substantial Completion Date).

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

Contractor's sole remedy for owner's delays shall be an extension of time to complete the work and Contractor hereby waives any claims for consequential damages, including, but not limited to, principal office expense, loss of financing, reputation and/or lost profit.

4. REVIEW OF WORK. The Contractor will permit the City, its officers, agents, and employees, to review, at any time, all work performed under the terms of this Agreement at any stage of the work.

5. INDEMNIFICATION. The Contractor shall indemnify, hold harmless and, at the City's option, defend the City, its officers, agents and employees, from third party claims for loss, cost, damage, liability, and/or injury to or death of a person, including the agents and employees of the Contractor, or loss of or damage to property, resulting directly or indirectly from the Contractor's or the Contractor's officers', agents' or employees' negligent performance pursuant to this Agreement, or by any negligent omission to perform some duty imposed by law or this Agreement upon the Contractor, its officers, agents and employees. The foregoing indemnity shall include reasonable attorneys' fees and costs of suit, if applicable, shall not be limited by reason of any insurance coverage required pursuant to this Agreement, and shall survive the termination of this Agreement.

6. ASSIGNMENT. The Contractor shall not assign or otherwise transfer any portion of the work set forth herein without the prior written approval of the City.

7. BOOKS AND RECORDS. The Contractor shall maintain or cause to be maintained all records, books, or other documents relative to charges, costs, expenses, fees, alleged breaches of Agreement, settlement of claims, or any other matter pertaining to the Contractor's demand for compensation by the City for a period of not less than three (3) years from the date of the final payment for work performed under this Agreement.

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

9. INSURANCE. The Contractor shall provide and pay for such insurance as is more particularly described in the City's "Insurance Requirements" set forth in the City's Invitation to Bid and/or as attached hereto as **APPENDIX I**.

10. CHANGE ORDERS AND EXTRAS. Pursuant to Section 23-18.4C of the City's Code of Ordinances, it is specifically understood and agreed by the Contractor that all change orders and contract extras regarding this Agreement shall be governed by the City's Charter and/or the Code. The City shall not be liable for payment of any additional costs unless the provisions of the City Charter and/or the Code are fully complied with. Contractor shall not be required to perform any extra work or change in

scope without a written change order executed by both parties. Contractor shall be entitled to additional compensation and schedule adjustments for any approved change in scope.

11. SET-OFF OF PROPERTY TAXES OWED TO THE CITY. Pursuant to the City of Stamford Code of Ordinances Section 23-18.4.1 and Section 12-146b of the Connecticut General Statutes, as amended, the Consultant/Contractor hereby acknowledges that the City shall have the right to set-off or withhold any payment, or portion thereof, due to the Consultant/Contractor pursuant to this Agreement if any taxes levied by the City against any property, both real and personal, owned by the Consultant/Contractor are delinquent and have been so delinquent for a period of not less than one year. Any amount withheld from the Consultant/Contractor pursuant to this section shall be applied to the Consultant's/Contractor's delinquent taxes, provided, however, that no such amount withheld shall exceed the amount of tax, plus penalty, lien fees and interest, outstanding at the time of withholding.

12. SUBCONTRACTING. The Contractor is prohibited from subcontracting, unless it has obtained, in writing, the permission of the City to employ the specific subcontractors proposed to be used by the Contractor. Pursuant to Section 103.4 of the City's Code of Ordinances, the Contractor shall provide the City with the names and addresses of all proposed subcontractors at least five (5) business days prior to their employment. An agreement made in violation of this provision shall confer no rights on any subcontractor and shall be null and void.

13. NON-APPROPRIATION. Contractor acknowledges that the City is a municipal corporation and that the City's obligation to make payments under this Agreement is contingent upon the appropriation by the City's Board of Representatives of funds sufficient for such purposes, for each budget year in which this Agreement is in effect. If sufficient funds to provide for the payment(s) hereunder are not appropriated, the City may terminate this Agreement upon notice in writing to the Contractor. In the event of termination due to non-appropriation of funds, Contractor shall be paid for all work performed through the date of termination, materials purchased or committed for purchase, stored materials, subcontractor commitments, cancellation charges, and reasonable demobilization expenses.

14. INTERPRETATION In the event of a conflict between the Contract Documents, the parties shall attempt in good faith to resolve the conflict. Specific provisions shall govern over general provisions.

15. RESPONSIBLE EMPLOYER OBLIGATIONS. Pursuant to Sec. 103-10 of the Stamford Code of Ordinances, the Contractor shall comply with, and shall be responsible for the compliance of its subcontractors with:

1. the requirements of the 1996 Stamford Construction Jobs Agreement that contractors make every effort to employ qualified residents of Stamford at a targeted goal of twenty nine percent (29%) of the project's workforce, when available, which shall include a goal of that targeted percentage of one third (1/3) minorities and/or women;
2. all state and federal laws and regulations regarding prevailing wages;
3. all applicable state and federal laws and regulations, and the provisions of the Stamford Jobs Construction Agreement, regarding maintenance and participation in apprenticeship training

programs;

4. all applicable state laws concerning employee health insurance;
5. All state and federal laws concerning classification of employees as employees rather than independent contractors; workers' compensation; unemployment taxes; and social security and income tax withholdings.

Any Contractor who fails to comply with subsections 1 through 5 of this Paragraph shall be subject to one or more of the following sanctions:

1. Cessation of work on the project until compliance is obtained;
2. Permanent removal from any further work on the project;
3. Withholding of payment due under any contract or subcontract;
4. Liquidated damages to the City in the amount of five percent (5%) of the dollar value of the contract; and/or
5. Exclusion from the performance of future work or behalf of the City of Stamford.

16. INSPECTION OF CONTRACT WORK. Pursuant to Section 103-8 of the City's Code of Ordinances, as a condition precedent to the release of any Performance Bond hereunder, the Contractor shall inspect the work performed under this Agreement within thirty (30) days of the completion thereof. The City will additionally perform its own independent inspection.

17. ACCEPTANCE OR REJECTION OF CONTRACT WORK. Pursuant to Section 103-9 of the City's Code of Ordinances, as a condition precedent to the release of any performance bond required hereunder, immediately following the inspection of contract work conducted pursuant to Paragraph 16 hereof, the Contractor shall submit to the City an affidavit setting forth either acceptance of the work performed under this Agreement or an itemized list of work to be corrected, repaired, or replaced.

18. TERMINATION.

A. **TERMINATION FOR CAUSE, SANCTIONS AND PENALTIES.** If, through any cause, the Contractor shall fail to fulfill, in a timely and proper manner, its obligations under this Agreement, or if the Consultant shall violate any laws or any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement for cause by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished reports, documents, data, studies, photographs, or other material prepared by the Contractor pursuant to its performance under this Agreement shall, at the option of the City, become the City's property. The Contractor shall be entitled to receive just and equitable compensation for any satisfactory services completed up to the effective date of termination. The Contractor shall not be responsible for any claims resulting from the City's use of the documents on

another project or changes made to the documents without the Contractor's express written permission;

The term "cause" includes, without limitation the following:

- 1) If the Contractor furnished any statement, representation, warranty or certification in connection with this Agreement, which is materially false, deceptive, incorrect, or incomplete;
- 2) If the Contractor fails to perform to the City's satisfaction any material requirement of this Agreement or is in violation of any specific provision thereof or any State or Federal law or requirement; or
- 3) If the City reasonably determines that satisfactory performance of this Agreement is substantially endangered or can reasonably anticipate such an occurrence or default.

Should the City terminate this Agreement for cause, the Contractor shall not be relieved of liability to the City for any damages sustained by the City by virtue of any breach of this Agreement by the Contractor and the City may withhold any payment to the Contractor for the purposes of setoff until such time as the exact amount of damages due the City from the Contractor is determined. Further, if applicable, the City shall have the right to:

- 1) Complete the work of this Agreement, or any part thereof, either by itself or by other consultants, at the expense of the Contractor;
- 2) Purchase the products or services that are the subject of this Agreement elsewhere and hold the Contractor responsible for any increase in cost;
- 3) Pursue any equitable remedy, including, but not limited to, specific performance or injunction; and/or
- 4) Disqualify the Contractor from bidding on, submitting proposals for, or being awarded any City contract for a period not to exceed two (2) years from the date of such termination;

B. TERMINATION FOR CONVENIENCE. The City may terminate this Agreement at any time the City determines that the purposes of the distribution of monies under the Agreement would no longer be served by the services provided. The City shall effect such termination by giving written notice of termination to the Contractor and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described Subsection A shall, at the option of the City, become property of the City. If the Agreement is terminated by the City as provided herein, the Contractor shall be paid an amount which bears the same ratio to the total compensation as the services actually and satisfactorily performed to the effective date of termination bear to the total services of the Contractor pursuant to the terms of the Agreement, less payments of compensation previously made, and subject to the City's right of set off for any damages pursuant to the terms of the Agreement.

19. DISPUTE RESOLUTION.

A. EXECUTIVE MEETING

The parties shall endeavor to resolve all claims, disputes, or other matters in controversy arising out of or related to the Contract ("Claims") through a meeting of the chief executives of each party, or their respective designees ("Executive Meeting").

A request for an Executive Meeting shall be made by a party in writing and delivered to the other party. The request may be made concurrently with the filing of a non-binding mediation as set forth herein. The Executive Meeting shall be a condition precedent to mediation unless 30 days have passed after the Executive Meeting has been requested with no meeting having been held.

The Executive Meeting shall be held in the place where the Project is located, unless another location is mutually agreed upon.

B. MEDIATION

Any Claim subject to, but not resolved by, an Executive Meeting shall be subject to mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation.

The request may be made concurrently with the filing of arbitration but, in such event, mediation shall proceed in advance of arbitration, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

C. ARBITRATION

Any Claim subject to, but not resolved by, mediation shall, in the sole discretion of the City, be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration.

A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or

equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law.

Any judgment will be entered or court action will be brought in a court of competent jurisdiction within the State of Connecticut.

D. PERFORMANCE DURING DISPUTE

Unless otherwise directed by the City of Stamford, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

E. CLAIMS FOR DAMAGES

Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

20. GIFTS: During the term of this contract, including any extensions, the Contractor shall refrain from making gifts of money, goods, real or personal property or services to any appointed or elected official or employee of the City of Stamford or the Stamford Board of Education or any appointed or elected official or employee of their Boards, Commissions, Departments, Agencies or Authorities. All references to the Contractor shall include its officers, directors, employees, and owners of more than 5% equity in the contractor. Violation of this provision shall constitute a material breach of this Agreement, for which this Agreement may be summarily terminated.

21. CODE OF ETHICS. The Contractor shall comply with the Stamford Municipal Code of Ethics as codified in Chapter 19 of the City of Stamford Code of Ordinances and shall be considered an "employee", as defined in that Chapter, strictly for the purpose of compliance thereto. The Contractor is prohibited from using its status as a contractor with The City to derive any interest(s) or benefit(s) from other individuals or organizations.

22. GOVERNING LAWS & VENUE. This Agreement shall be governed by the laws of the State of Connecticut and the parties hereto hereby waive any choice of law provisions contained therein. Any action arising out of the duties and obligations of this Agreement shall be brought in either the Connecticut Superior Court in Stamford, Connecticut, or the Federal District Court in Bridgeport, Connecticut;

23. CITY CODE PROVISIONS. The provisions of the City of Stamford Code of Ordinances referenced herein can be found at www.municode.com.

24. PROOF OF PAYMENTS TO SUBCONTRACTORS. Upon receipt of any payment from the City, the Contractor shall pay each subcontractor and material supplier in proportion to the percentage of work completed by each subcontractor and material supplier. If for any reason, the Contractor receives

less than the full payment due from the City, the Contractor shall be obligated to disburse on a pro rata basis those funds received, such that the Contractor, subcontractors and material suppliers each receive a prorated portion based upon the amount of the payment.

Within thirty (30) calendar days of the receipt of any payment from the City, the Contractor shall be required to submit a completed form, attached hereto, entitled "Statement of Payments made by General Contractors to Subcontractors" to the Project Manager, Clerk of the Works, Staff Engineer, or other City employee or official directly supervising the work of the Contractor. Failure to timely submit such form to the City shall entitle the City to withhold future payments to the Contractor until such time as the form has been submitted to the City.

25. RIGHT TO WORK. The Contractor recognizes that this Agreement does not grant the Contractor the exclusive right to perform the work for the City and that the City may enter into similar agreements with other Contractors for the same work at the City's sole discretion.

26. CAPACITY/INDEPENDENT CONTRACTOR. The Contractor is acting as an independent contractor and is not an employee of the City. This Agreement is for services only and does not create a partnership or joint venture between the Contractor and the City. The City shall not be required to pay, or make any contribution to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Contractor during the Term. The Contractor is responsible for paying, and complying with reporting requirements for, all state, local, and federal taxes related to payments made to the Contractor pursuant to this Agreement.

27. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. The counterparts shall together constitute but one Agreement. Any signature on a copy of this Agreement or any document necessary or convenient thereto sent by facsimile, PDF or other electronic format shall be binding upon such transmission and the facsimile, PDF or other electronic format copy shall be deemed an original for the purposes of this Agreement.

28. LIMITATION OF LIABILITY. The Contractor's sole remedy for City delays shall be an extension of time to complete the Scope of Services and the Contractor hereby waives any claims for consequential damages, including, but not limited to, principal office expense, loss of financing, reputation and/or lost profit.

29. NON-WAIVER. The failure of the City to insist upon strict performance of any of the terms, conditions or covenants herein shall not be deemed a waiver of any rights or remedies that the City may have; and shall not be deemed a waiver of any subsequent breach or default of the terms, conditions or covenants herein contained. The City reserves the right to require strict compliance therewith at any time, with or without notice, except as may be otherwise required herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

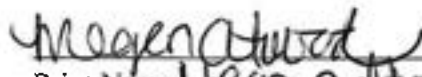
Signed, sealed and delivered in the presence of:

CITY OF STAMFORD

Erik J. Larson
Purchasing Manager
Date: _____

By: _____
Caroline Simmons
Mayor
Date: _____

CONTRACTOR


Print Name: Megan Howard
Witness
Date: 10/18/26

By: 
Justin Genga
Regional Sales Manager
Date: 6/18/2026

APPROVED AS TO INSURANCE:

r

David Villalva
Risk Manager
Date: _____

APPROVED AS TO FORM:

By: /s/ Burt Rosenberg
Burt Rosenberg
Asst. Corporation Counsel
Date: 6-9-26

Waiver No.2026.0373

STATEMENT OF PAYMENTS FOR BID NO. 2026.0373
MADE BY GENERAL CONTRACTOR
TO SUBCONTRACTORS - Page 1 of 2

Pursuant to the Agreement of the parties, this form must be submitted to the City within thirty (30) calendar days of the receipt of any payment from the City.

Federal Employee Identification No. _____ Social Security No. _____

Name Blake Thermal

Address 4 New Park Road, East Windsor, CT 06088

Contractors' Total Gross Receipts from City of Stamford:\$ _____

Payments to Subcontractors

<u>Name</u>		<u>Employer ID No.</u>		
<u>Address</u>		<u>Total Contract w/Prime \$</u> <u>\$152,534.45</u> <u>Not Including Sales Tax</u>		
		<u>Amount of Payment \$</u>		
		<u>Date of Payment</u>		
<u>Check if the company is a:</u>	☐ <u>MBE</u>	☐ <u>MBE: Woman Owned</u>	☐ <u>SBE</u>	☐ <u>DBE</u>

<u>Name</u>		<u>Employer ID No.</u>		
<u>Address</u>		<u>Total Contract w/Prime \$</u>		
		<u>Amount of Payment \$</u>		
		<u>Date of Payment</u>		
<u>Check if the company is a:</u>	☐ <u>MBE</u>	☐ <u>MBE: Woman Owned</u>	☐ <u>SBE</u>	☐ <u>DBE</u>

<u>Name</u>		<u>Employer ID No.</u>		
<u>Address</u>		<u>Total Contract w/Prime \$</u>		
		<u>Amount of Payment \$</u>		
		<u>Date of Payment</u>		
<u>Check if the company is a:</u>	☐ <u>MBE</u>	☐ <u>MBE: Woman Owned</u>	☐ <u>SBE</u>	☐ <u>DBE</u>

STATEMENT OF PAYMENTS FOR BID NO. 2026.0373
MADE BY GENERAL CONTRACTOR
TO SUBCONTRACTORS Page 2 of 2

Contractor Signature: Justin Genga
Print Name: Justin Genga
Title: Regional Sales Manager

ACKNOWLEDGEMENT

Personally appeared before me at Justin Genga, this 18th day of June 2026, as Regional Sales Manager of State Thermal Sales & Service Inc., who affirmed under oath that the foregoing information is true and accurate.

Amy Renee Soley
NOTARY PUBLIC
My Commission Expires: 8/31/2026 Amy Renee Soley

